



# UPDATED AGENDA

## OCONEE COUNTY COUNCIL MEETING

July 16, 2019

6:00 PM

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

### Call to Order

**Public Comment Session** *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

### Council Member Comments

### Moment of Silence

### Invocation by County Council Chaplain

### Pledge of Allegiance to the Flag of the United States of America

### Approval of Minutes

- June 18, 2019 Regular Minutes

### Proclamation 2019-11

- Proclamation 2019-11 Honoring Mrs. Flora M. Riley

### Proclamation 2019-12

- Proclamation 2019-12 for World Elder Abuse Awareness Day

### Recognition of the Oconee County Veteran's Affairs Office for their hard work and dedication to Veterans in Oconee County

### Administrator Comments

### Public Hearings for the Following Ordinances

### Third Reading of the Following Ordinances

### Second Reading of the Following Ordinances

**Ordinance 2019-17** "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION, DEPARTMENT OF SOUTH CAROLINA, POST #124 FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS, AND VEHICULAR PARKING ON CERTAIN COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO."

### First Reading of the Following Ordinances

**Ordinance 2019-18** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

**Ordinance 2019-19** “AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO.

### **First & Final Reading for the Following Resolutions**

**Resolution 2019-16** “A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WESTMINSTER, MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, AND OCONEE COUNTY, IN RELATION TO THE ENFORCEMENT OF A MUNICIPAL ORDINANCE IMPLEMENTING A CURFEW FOR MINORS WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF WESTMINSTER; AND OTHER MATTERS RELATED THERETO.”

### **Discussion Regarding Action Items**

#### **\$50,000 Expenditure for “Undiscovered SC” Grant**

On November 20, 2018 Council approved the application for a \$50,000 SCPRT “Undiscovered SC” grant. This is a matching grant, and the Foothills Farmstead was to reimburse the County for the matching \$50,000 as funds were spent. It is now requested that Council not require Foothills Farmstead to provide the matching \$50,000, but that that sum come from the “Community Contributions” line item description in the Fiscal Year 2019-2020 Budget for Oconee County.

### **Ratify execution of Memorandum of Understanding between the South Carolina State Election Commission, Oconee County, and the Oconee County Board of Voter Registration and Elections in relation to the new statewide voting system / Voting System Components**

### **Goodyear Tires from State Contract / Vehicle Maintenance & Quarry / Amount: \$90,000.00 (Estimated)**

**Budget:** \$90,000      **Project Cost:** \$90,000      **Balance:** \$0.00

In August of 2014, Council approved the purchase of Goodyear tires as needed from Super Service Tire and Alignment of Walhalla, SC, not to exceed \$90,000 for FY 2014-2015 through FY 2018-2019. Vehicle Maintenance and the Quarry purchase tires as needed for County vehicles such as, but not limited to, police pursuit tires for law enforcement vehicles, auto radial for passenger vehicles and light/medium radial for trucks. This previous Council approval expired at the end of FY 2018-2019. Staff is now requesting approval for an additional five years, as long as all purchases for Goodyear tires are in accordance with the awarded State Contract for each future fiscal year and amounts do not exceed amount budgeted for tires.

It is the staff’s recommendation that Council [1] approve the purchase of Goodyear tires as needed from

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Super Service Tire & Alignment of Walhalla, SC for an estimated amount of \$90,000 for fiscal year 2019-2020 and [2] allow the County Administrator to approve future purchases from state contract for the next five year period or through FY 2023-2024, as long as all purchases for Goodyear tires are in accordance with the State Contract award and amounts do not exceed amounts budgeted for tire purchases.

### **Conservation Easement on the 218.67 acre Chauga Heights tract adjoining Chau Ram Park through Upstate Forever**

Council approved placing the Easement 5.21.19. This approval is for the actual language of the Easement.

The goal of the easement is to protect the property and the Chauga River watershed in perpetuity and to allow for a master plan to be completed that will enhance public use of the property. The master plan will focus on passive and leisure recreation opportunities like expanding the lodging opportunities, increase hiking/biking trails and to create an interpretive center for the public to enjoy.

It is staff’s recommendation for approval of Conservation Easement.

### **Approval for the Addition of the Oconee County Deputy Sheriff Position**

The addition of the Deputy Sheriff position request is based on the unanimous recommendation by Pine Street Department Heads and Administration. The Deputy Sheriff will help promote a safe and secure environment for citizens and staff, perform general patrol duties during business hours and meetings, and maintain a county safety program. The Deputy Sheriff will also assist the Oconee County Sheriff’s Department with preserving law and order in the surrounding areas, upon request.

It is staff’s recommendation that Council approve the addition of the Deputy Sheriff position.

### **Council approval for required preliminary engineering for the Sewer South Expansion in the amount not to exceed \$183,900**

### **Discussion regarding signs, including billboards in Oconee County**

**Board & Commission Appointments** *(IF ANY)* [Seats listed are all co-terminus seats]  
\*Building Codes Appeal Board.....3 At Large Seats

*\*No questionnaires on file for any of the seats listed above*

**Unfinished Business** [to include Vote and/or Action on matters brought up for discussion, if required] [None scheduled.]

**New Business** [may include items which may be scheduled for final action at a future meeting, if required] [None scheduled.]

### **Executive Session**

*[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]*

*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

*[1] Discussion regarding an Economic Development matter, Projects Aztec.*

*[2] Discussion regarding an Economic Development matter, Project Trout.*

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*[3] Discussion regarding an Economic Development matter, Project Chi.*

*[4] Discussion regarding an Economic Development matter, Project Resource.*

*[5] Receive legal advice and discuss contractual matter related to land development.*

*[6] Discussion of contractual and Economic Development matter, Historic Courthouse.*

*[7] To receive legal advice and discuss personnel matters related to the following departments: The Rock Quarry, Auditor, Finance, Assessor, Information Technology, Human Resources, Sheriff's Office, Airport, Treasurer, Facilities Maintenance, Roads and Bridges, Planning, Solid Waste, Registration & Elections, Procurement, and Administration, including internal review procedures.*

~~*[8] Discussion regarding the potential purchase of real property for the possible relocation of the Westminster Magistrate's Office.*~~

*[8] Discussion regarding a contractual matter regarding Visit Oconee.*

*[9] To discuss a contractual matter related to the potential purchase of property for public safety purposes.*

## **Discussion Regarding Action Items [cont'd]**

### **Discuss and take action on proposed Memorandum of Understanding in relation to Project Trout**

## **Adjourn**

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**PROCLAMATION 2019-11**

**A PROCLAMATION HONORING MRS. FLORA M. RILEY**

**WHEREAS**, Mrs. Riley was recommended for appointment to the Oconee County Election Commission by the Honorable Senator Alexander S. Macaulay in October 1986;

**WHEREAS**, Mrs. Riley was appointed to the Oconee County Election Commission by the Honorable Governor Richard W. Riley in October 1986;

**WHEREAS**, Mrs. Riley was recommended and appointed to the Oconee County Election Commission continuously with each term until 1998;

**WHEREAS**, the Voter Registration Board and the Oconee County Election Commission were combined into one agency in 1998;

**WHEREAS**, Mrs. Riley served continuously on the now combined Board of Voter Registration and Elections for Oconee County providing vital knowledge, expertise and leadership for the election process in Oconee County; serving one term as the Chairperson of the Board.

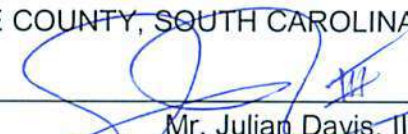
**WHEREAS**, Mrs. Riley's final recommendation by the Honorable Senator Thomas Alexander and final reappointment to the board by the Honorable Governor Henry McMaster came in October 2016;

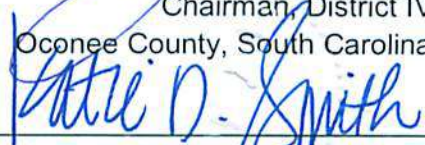
**WHEREAS**, Mrs. Riley retired from the Oconee County Board of Voter Registration and Elections July 1, 2019 with almost thirty three years of continuous service;

**THEREFORE**, Oconee County Council wishes to acknowledge Mrs. Flora M. Riley for her accomplishments, dedication and service to Oconee County.

**APPROVED AND ADOPTED** this 16<sup>th</sup> day of July 2019.

OCONEE COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Mr. Julian Davis, III  
Chairman, District IV  
Oconee County, South Carolina

  
\_\_\_\_\_  
Katie D. Smith, Clerk to Council

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**PROCLAMATION 2019-12**  
**A PROCLAMATION FOR WORLD ELDER ABUSE  
AWARENESS DAY**

**WHEREAS**, World Elder Abuse Awareness Day is recognized on June 15<sup>th</sup> of each year;

**WHEREAS**, World Elder Abuse Awareness Day is an opportunity for people or organizations to take action to protect older people by raising awareness about elder abuse, why it occurs, and what we can do to stop it; and

**WHEREAS**, every year, an estimated 5 million or 1 in10 older Americans experience elder abuse, neglect, or exploitation; and

**WHEREAS**, on June 13, 2019, the SC Appalachian Council of Governments' [ACOG] Long Term Care Ombudsman Program held the 2<sup>nd</sup> annual World Elder Abuse Awareness Day in Lyman, SC and was attended by around 200 seniors from the local community; and

**WHEREAS**, Lt. Daniel Gordon with the Spartanburg City Police Department spoke about elder abuse recognition and safety and warned about certain scams that target the senior population and how to prevent from becoming a victim; and


**WHEREAS**, two speakers from the United States Attorney's Office, District of SC engaged the seniors in a game of "FRAUD Bingo" which helped teach seniors tips about fraud prevention; and

**WHEREAS**, the ACOG's Long Term Care Ombudsman Program hopes to continue this free event each year and is committed to spreading awareness on how to preserve and protect the rights of the aging population.

**THEREFORE**, Oconee County Council does hereby acknowledge World Elder Abuse Awareness Day while urging all citizens to dedicate themselves to protect the quality of life for every elder.

**APPROVED AND ADOPTED** this 16<sup>th</sup> day of July 2019.

OCONEE COUNTY, SOUTH CAROLINA

  
Mr. Julian Davis, III, Chairman, District IV  
Oconee County, South Carolina

  
Katie D. Smith, Clerk to Council



**All Combat wounded Veterans  
and their Spouses  
Please come join us:**

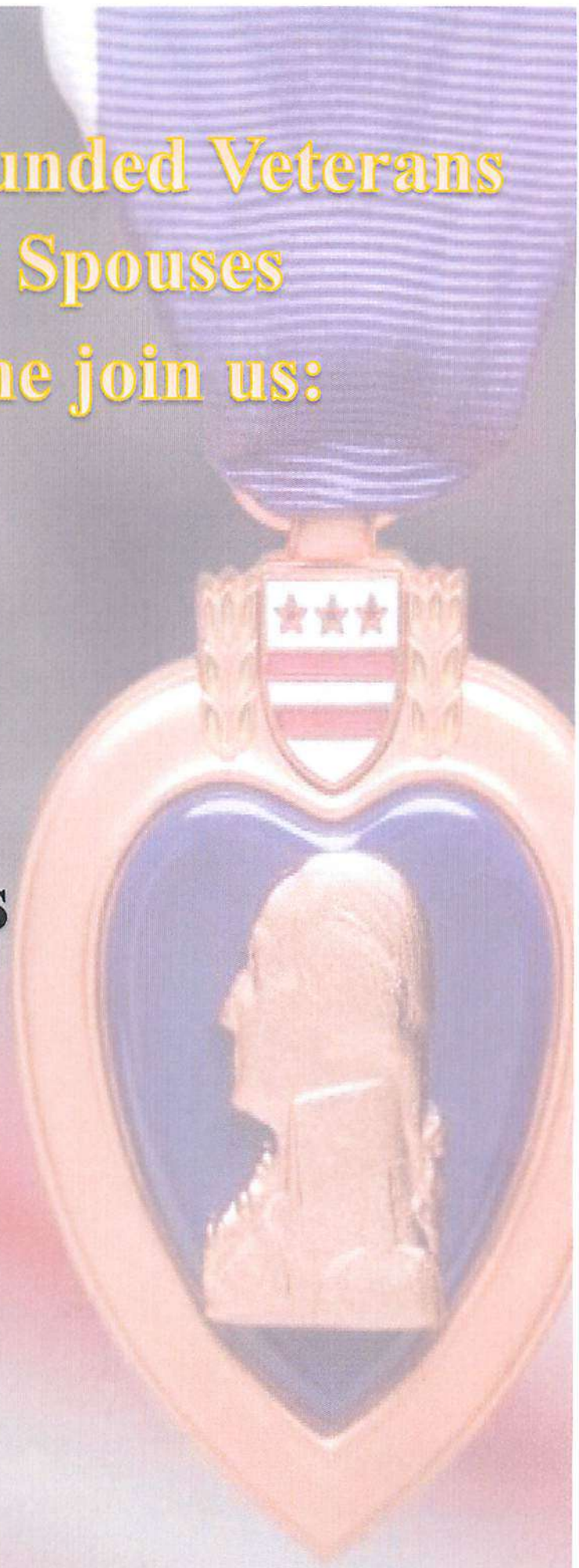
**Purple Heart  
Drop-In  
Oconee County  
Veterans Affairs  
Office**

**223-C Kenneth St.**

**Walhalla, SC**

**August 7, 2019**

**9-11 am**



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2019-17

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF EASEMENT RIGHTS TO AMERICAN LEGION, DEPARTMENT OF SOUTH CAROLINA, POST #124 FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS, AND VEHICULAR PARKING ON CERTAIN COUNTY-OWNED PROPERTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), is the owner of approximately 9.472 acres of land located on Kenneth Street in the City of Walhalla, South Carolina ("County Property"); and

WHEREAS, American Legion, Department of South Carolina, Post #124 ("American Legion Post #124") wishes to acquire from the County, and the County wishes to grant to American Legion Post #124, certain easement rights in relation to a portion of the County Property for the purpose of ingress, egress, and vehicular parking (collectively, the "Easement Rights"); and,

WHEREAS, the form, terms, and provisions of the Easement Agreement (the "Easement Agreement") now before the Oconee County Council ("County Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the County Council for the purpose of giving effect to the Easement Rights; and,

WHEREAS, Section 4-9-30(2) of the Code of Laws of South Carolina authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by County Council, in meeting duly assembled, that:

1. County Council hereby approves the grant of Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to the County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by her execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver on behalf of the County any and all other documents, or instruments related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of legal counsel to the County.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.

5. All orders, resolutions, and enactments of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall be in full force and effect from and after third reading and enactment by the County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

First Reading:        June 18, 2019  
Second Reading:     July 16, 2019  
Third Reading:        \_\_\_\_\_  
Public Hearing:        \_\_\_\_\_

**EXHIBIT A**

**STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF OCONEE                    )**

**EASEMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS** that Oconee County (hereinafter “Grantor”), for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the American Legion, Department of South Carolina, Post #124 (hereinafter “Grantee”), its successors, and assigns a perpetual non-exclusive easement over, across, beneath, and through a portion of Grantor’s property. Grantor’s property is shown on Exhibit A, attached hereto and incorporated herein by reference (hereinafter “Grantor’s Property”).

The “Easement Premises,” defined below, is located within Grantor’s Property and is established for the purposes set forth herein, specifically to allow Grantee ingress, egress, and vehicular parking. The Easement Premises is depicted on Exhibit B, attached hereto and incorporated herein by reference, as “Proposed 55’ Easement.”

This easement agreement conveys to Grantee, its successors, assigns, agents, servants, employees, contractors, licensees, visitors, and guests reasonable rights of ingress, egress, and vehicular parking within the Easement Premises. In the event the Easement Premises is no longer used for such purposes, as determined in Grantor’s sole discretion, this easement agreement may be cancelled and revoked by unilateral action of Grantor. This easement agreement may also be cancelled and revoked by Grantor in the event it determines, in its sole discretion, that the Easement Premises are necessary for Grantor’s business operations and must not be encumbered by this easement agreement.

Grantor grants to Grantee the right to perform such maintenance and to make such changes, improvements, expansions, removals, relocations, repairs, alterations, renewals, substitutions, replacements, and additions of or to the Easement Premises for the purposes stated herein, from time to time as Grantee may deem desirable, subject to Grantor’s consent, which shall not be unreasonably withheld. Any work performed on, or improvements made to, the Easement Premises by Grantee shall be done in a safe manner, consistent with all applicable laws, industry standards, manufacturers’ requirements, and the like. Grantee shall not alter the Easement Premises in any way that might restrict Grantor’s access to the same. Further, no buildings may be erected by Grantee within the Easement Premises.

Grantee shall be responsible for all maintenance, alterations, additions, and repairs to the Easement Premises, ensuring that the Easement Premises and Grantor’s Property remain in proper and usable condition.

Grantee’s use of the Easement Premises shall not be conducted in a manner that interferes with Grantor’s normal operations on, or in relation to, Grantor’s Property. Grantor specifically reserves unto itself, its successors, assigns, agents, servants, employees, contractors, licensees,



visitors, and guests rights of ingress, egress, and vehicular parking to, from, and within the Easement Premises.

Grantee, its respective heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Grantor from any claims which may arise out of the use of the Easement Premises.

Any rights to the Easement Premises not specifically granted to Grantee herein, are reserved to Grantor, its successors or assigns.

The easements and rights granted herein shall constitute perpetual covenants running with the land encumbered hereby until such time as this agreement is terminated by written agreement, executed by all parties, their successors or assigns, or as otherwise provided herein.

This Easement may only be modified by written instrument executed by all parties, their successors and assigns.

This instrument fully sets forth the terms and conditions of the easement granted herein. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this easement agreement.

Subject to the termination provisions contained herein, the terms and provisions of this easement agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**TO HAVE AND TO HOLD** this easement unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the rights, privileges, and interests above described, unto Grantee, its successors and assigns, against Grantor and against Grantor's heirs, successors and assigns, against claims brought by, through or under Grantor.

**IN WITNESS WHEREOF** the hand and seal of Grantor herein has hereunto been set this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Witnesses:**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

**Grantor:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

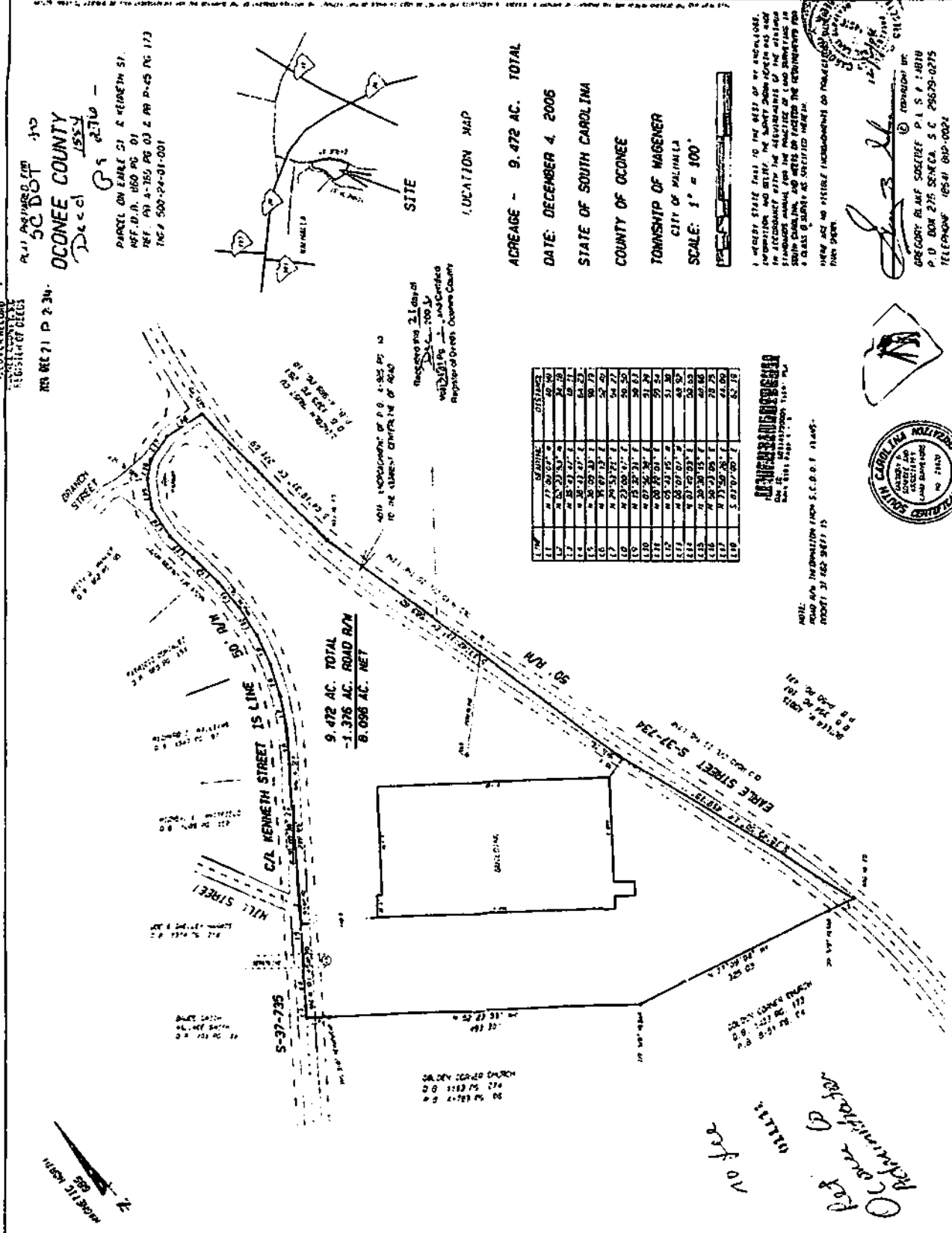


**Exhibit A**

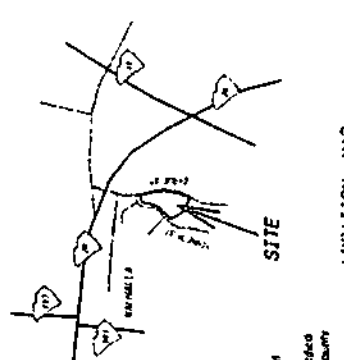
**Grantor's Property**

***See Attached***

Exhibit A



PLAT APPROVED FOR  
**SC DOT**  
**OCONEE COUNTY**  
*Dec 01 1553*  
 G 2276 -  
 PARCEL ON EARLE ST. & KENNETH ST.  
 REF. D.B. 1650 PG. 01  
 REF. PA 4-165 PG. 03 & PG. P-45 PG. 173  
 IN A 500-24-01-001



ACREAGE - 9.472 AC. TOTAL  
 DATE: DECEMBER 4, 2005  
 STATE OF SOUTH CAROLINA  
 COUNTY OF OCONEE  
 TOWNSHIP OF WAGENER  
 CITY OF MARIANNA  
 SCALE: 1" = 100'

LINE	BEARING	DISTANCE
1	N 73° 50' 28" E	54.27
2	N 73° 50' 28" E	54.27
3	N 73° 50' 28" E	54.27
4	N 73° 50' 28" E	54.27
5	N 73° 50' 28" E	54.27
6	N 73° 50' 28" E	54.27
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47	N 73° 50' 28" E	54.27
48	N 73° 50' 28" E	54.27
49	N 73° 50' 28" E	54.27
50	N 73° 50' 28" E	54.27

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING REPRESENTS A TRUE AND CORRECT STATEMENT OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE PROPERTY DESCRIBED IN THIS INSTRUMENT. I AM A RESIDENT OF THE STATE OF SOUTH CAROLINA, AND MY OFFICE IS LOCATED AT THE FOLLOWING ADDRESS: 1000 W. 10TH ST., COLUMBIA, SC 29201. MY PHONE NUMBER IS 803-733-1111. MY FAX NUMBER IS 803-733-1111.

NOTARY PUBLIC  
 STATE OF SOUTH CAROLINA  
 My Comm. Expires 12/31/06

*[Signature]*  
 GREGORY BLAKE COLETT  
 P.O. BOX 275  
 SCENEA, S.C. 29629-0275  
 TELEPHONE: (854) 610-0002  
 PROJECT: 0500-1649-0

**Exhibit B**

**Easement Premises**

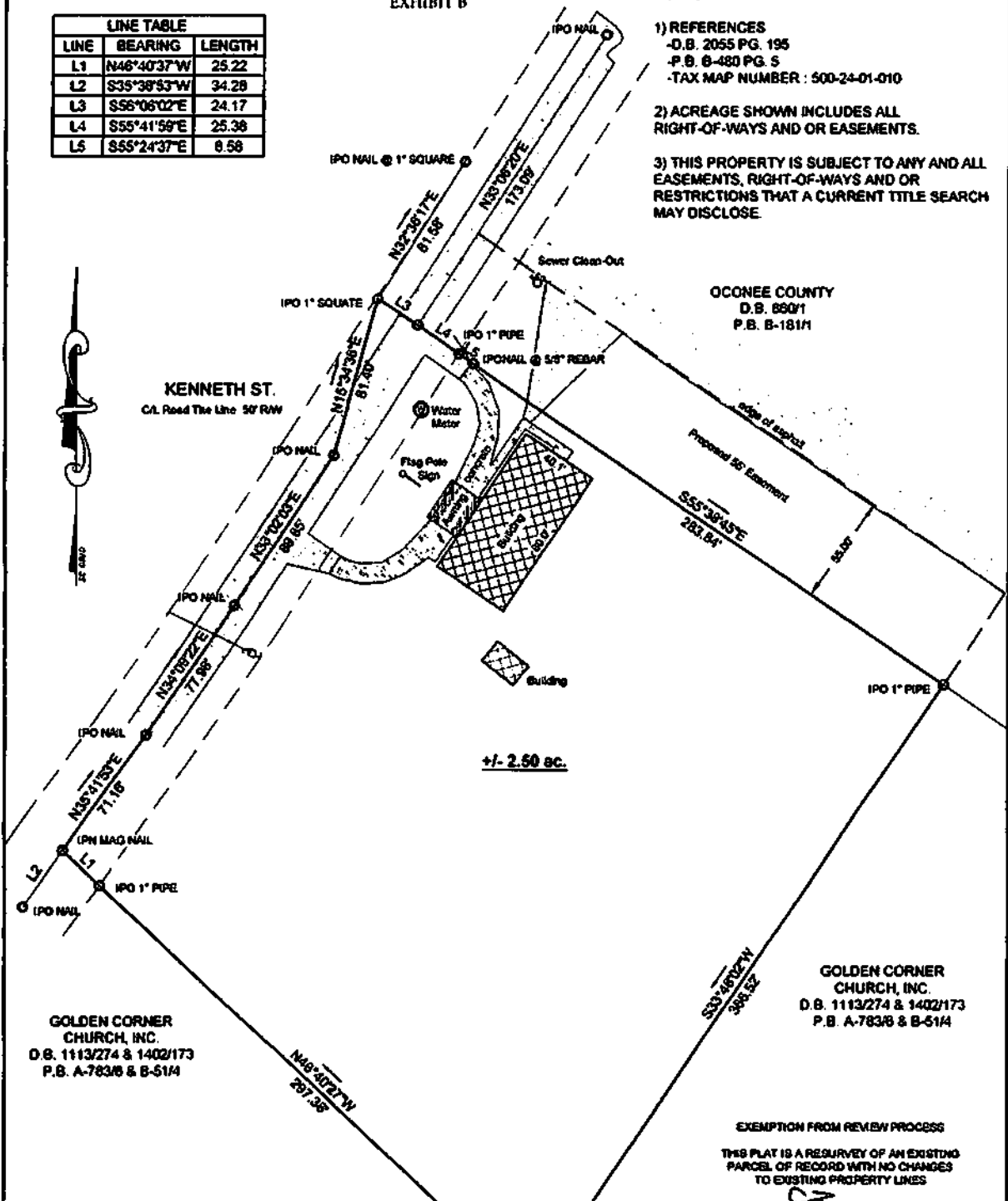
*See Attached*

EXHIBIT B

NOTES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N46°40'37"W	25.22
L2	S35°38'53"W	34.28
L3	S56°06'02"E	24.17
L4	S55°41'58"E	25.36
L5	S55°24'37"E	8.58

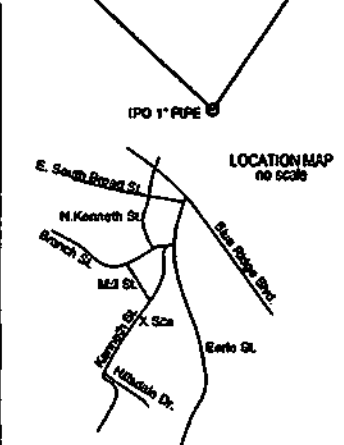
- 1) REFERENCES  
 -D.B. 2055 PG. 195  
 -P.B. 8-480 PG. 5  
 -TAX MAP NUMBER : 500-24-01-010
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.



STEPHEN R. EDWARDS  
PLS NO. 19981

STEPHEN R. EDWARDS & ASSOC. INC.  
INC. NO. 002104

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACADEMIC STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN



SURVEY FOR

**AMERICAN LEGION DEPT. OF SC POST 124**

CITY OF WALHALLA, OCONEE COUNTY, SOUTH CAROLINA

STEPHEN R. EDWARDS & ASSOCIATES, INC.  
1432 W. MAIN ST. - WEST UNION S.C. - 29986  
(864) 719-1120

DATE: 05-21-2019      JOB NUMBER: 19-168

SCALE: 1"=50'



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2019-18**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND TRI-COUNTY ENTREPRENEURIAL DEVELOPMENT CORPORATION AS LESSEE FOR CERTAIN REAL PROPERTY, INCLUDING CERTAIN IMPROVEMENTS THEREON, LOCATED AT 104 BROWN SQUARE DRIVE, WALHALLA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

**WHEREAS**, Tri-County Entrepreneurial Development Corporation (“TCEDC”), a non-profit corporation organized and existing under the laws of the State of South Carolina, desires to lease from County certain real property located at 104 Brown Square Drive, Walhalla, South Carolina (the “Premises”); and,

**WHEREAS**, it is the desire of County to lease the Premises to TCEDC pursuant to the Real Property Lease Agreement (the “Lease”) attached hereto as Exhibit A; and,

**WHEREAS**, the Oconee County Council (“Council”) has reviewed the form of the Lease and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

**NOW THEREFORE**, be it ordained by Council in meeting duly assembled that:

**Section 1. Lease Approved.** The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit A.

**Section 2. Related Documents and Instruments; Future Acts.** The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of County.

**Section 3. Severability.** Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of

competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

**Section 4. General Repeal.** All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**Section 5. Effective Date.** This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
Katie Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

First Reading:        July 16, 2019  
Second Reading:     \_\_\_\_\_  
Third Reading:        \_\_\_\_\_  
Public Hearing:        \_\_\_\_\_

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 16, 2019  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

**ORDINANCE 2019-19 "AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO."**

**BACKGROUND DESCRIPTION:**

Blue Ridge Electric Cooperative (BREC) needs to install distribution power service for an additional portion of the Oconee Industry and Technology Park. This proposed Electric Line Right-of-Way Easement agreement establishes easement rights necessary for BREC to install facilities with the Easement Strip (see Exhibit A to the agreement), which are necessary for electric power service.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

N/A

**FINANCIAL IMPACT [Brief Statement]:**

Check Here if Item Previously approved in the Budget. No additional information required.

**Approved by : Finance**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

**Approved by : Grants**

**ATTACHMENTS**

**STAFF RECOMMENDATION [Brief Statement]:**

Staff requests Council take action on Ordinance 2019-19 on first reading.

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2019-19**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS FOR THE PURPOSE OF UTILITY CONSTRUCTION AT THE OCONEE INDUSTRY AND TECHNOLOGY PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), is the owner of an industrial and business park known as the Oconee Industry and Technology Park ("County Property"); and

WHEREAS, Blue Ridge Electric Cooperative, Inc. ("Blue Ridge Electric") wishes to acquire from County, and County wishes to grant to Blue Ridge Electric, certain easement rights for, generally and without limitation, the construction, maintenance, alteration and replacement of one or more electric lines, for overhead or underground electric transmission, distribution, and communication lines over, across, under, and through certain portions of the County Property (collectively, the "Easements Rights"); and

WHEREAS, the form, terms, and provisions of the Electric Line Right-of-Way Easement (the "Easement Agreement") now before the Oconee County Council ("Council"), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

NOW, THEREFORE, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights subject to and in conformity with the provisions of the Easement Agreement.
2. The Administrator of the County ("Administrator") shall be, and hereby is, authorized to execute and deliver the Easement Agreement on behalf of County in substantially the same form as attached hereto as Exhibit A, or with such changes as are not materially adverse to County and as the Administrator shall approve, upon the advice of legal counsel, such Administrator's approval to be deemed given by her execution of the Easement Agreement.
3. The Administrator shall be, and hereby is, authorized to execute and deliver any and all other documents or instruments on behalf of the County related to the Easement Rights in a form and substance acceptable to the Administrator, on advice of legal counsel to County.
4. Should any portion of this Ordinance be deemed unconstitutional or

otherwise unenforceable by any court of competent jurisdiction. such determination shall not affect the remaining terms and provisions of this ordinance.

5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading and enactment by Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

First Reading: July 16, 2019  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_





facilities or structures from time to time as the Cooperative deems advisable or expedient.

5. To keep and maintain, as the Cooperative deems necessary, the Easement Premises clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2.
6. To trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Easement Premises which, in the opinion of the Cooperative, might interfere with or fall upon the electric or communication facilities within the Easement Premises.
7. To implement the following provisions:  
N/A

The foregoing grant of easement shall, at all times, be subject to the following terms and conditions:

1. The easement shall not be exercised by the Cooperative in a manner so as to prevent or unreasonably interfere with the use and enjoyment of the Property or any portion of the Property by Grantor, its employees, servants, agents, and invitees.
2. The items to be constructed, installed, operated, etc. on the Easement Premises shall be constructed, installed, and operated in a safe manner, consistent with all applicable laws, industry standards, manufacturers' requirements, and the like.
3. Any damage to the Property caused by the Cooperative's activities on the Property, shall be replaced or repaired by the Cooperative to the satisfaction of the Grantor.
4. The Cooperative shall not place, keep, store, or permit to be placed, kept or stored on the Property any equipment or materials except during such times as Cooperative's employees or agents are physically present and conducting activities permitted under this agreement.
5. The easement granted hereby shall be perpetual except that it shall automatically terminate without the necessity of any action by Grantor, should the Cooperative, or any of its successors or assigns violate the terms and conditions of this instrument or cease to operate or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more. The Cooperative shall give written notice to Grantor of its intent to cease operations and/or abandon the Easement Premises, and the referenced one (1) year period shall run from the date of receipt of such notice by the Grantor.

6. Any rights to the Easement Premises not specifically granted to the Cooperative herein are reserved to the Grantor its successors and assigns.
7. The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said Easement Premises. The Grantor agrees that no wells shall be dug on said Easement Premises, that no septic tank, absorption pits, or underground storage tanks shall be placed on the Easement Premises, that no building or other structures shall be erected thereon; and that said Easement Premises shall not be used for burial grounds.
8. The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's property; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.
9. Cooperative shall indemnify, defend, and hold the Grantor, its representatives, agents, employees, successors, and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may be claimed to have arisen directly from or out of (i) any damage, accident, injury, or other similar occurrences in or on the Property, including the Easement Premises, due to Cooperative's negligence or misconduct; or (ii) the use, maintenance, or repair of the Easement Premises by Cooperative, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Property, and neither Grantor, nor any of its representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder. Cooperative hereby expressly waives and releases Grantor and such representatives, successors, employees, affiliates, and agents from any and all personal liability.

**TO HAVE AND TO HOLD** the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.





EXHIBIT A

**PROPOSED**

- Proposed Structures**  
**Status**
- Proposed Pad Mount
  - Proposed Pole
- Proposed Power Line**  
**Status**
- Proposed OH Primary 7.2kV
  - Proposed OH Secondary
  - - - Proposed UG Primary 7.2kV
  - - - Proposed UG Secondary

- EXISTING**
- Transformer**  
**Placement**
- ▲ OH
  - UG
- Structure**  
**Type**
- Pad Mount
  - Pole
- Primary Conductor**  
**Placement**
- OH
  - - - UG
- Secondary Conductor**  
**Placement**
- OH
  - - - UG

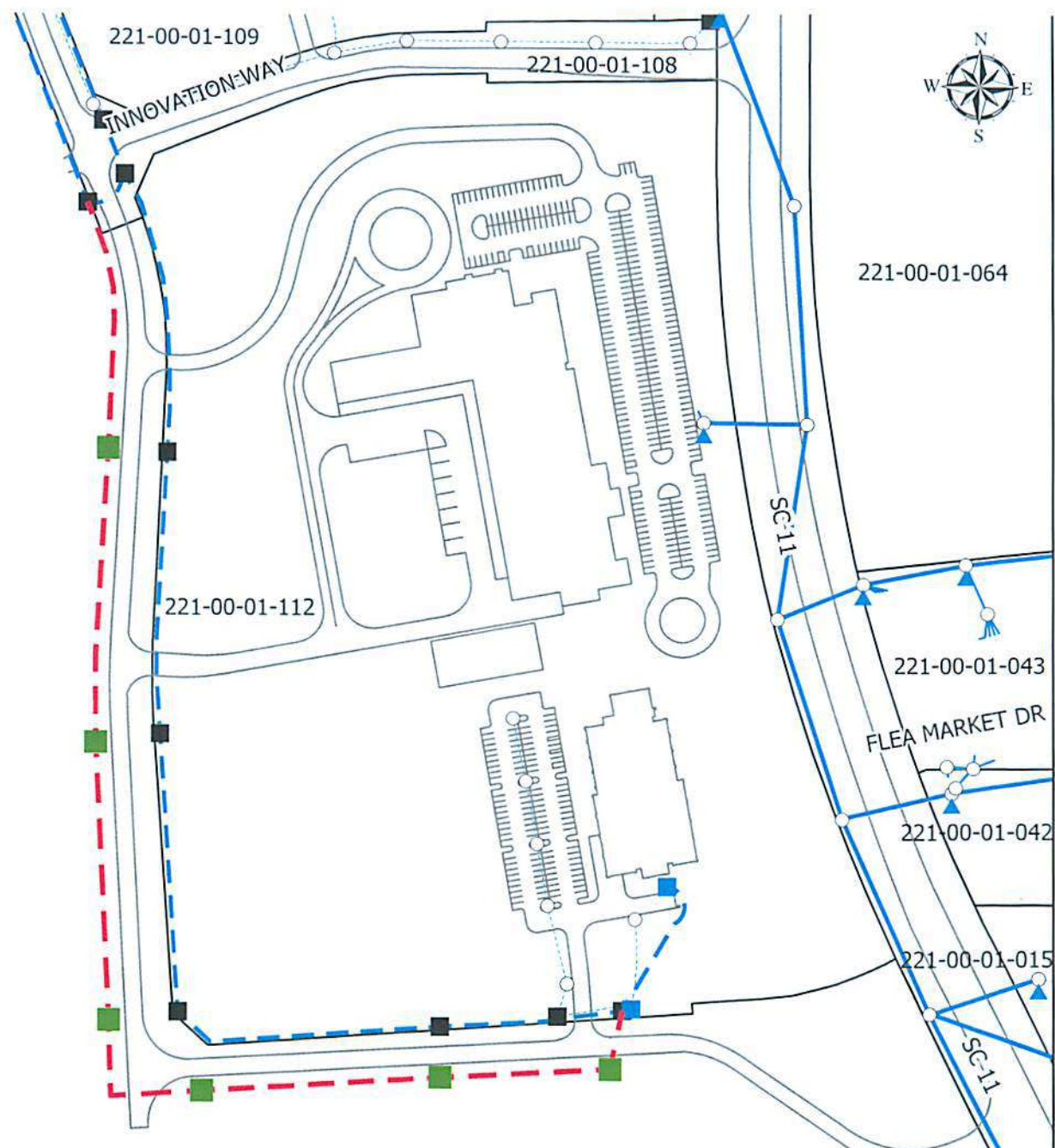


Exhibit A  
 Blue Ridge Electric Co-op  
 Proposed Underground Distribution  
 for Oconee Industry & Technology Park  
 6/19/2019



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2019-16**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WESTMINSTER, MICHAEL CRENSHAW, AS SHERIFF FOR OCONEE COUNTY, AND OCONEE COUNTY, IN RELATION TO THE ENFORCEMENT OF A MUNICIPAL ORDINANCE IMPLEMENTING A CURFEW FOR MINORS WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF WESTMINSTER; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30 Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution “[a]ny county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof.”; and,

**WHEREAS**, the City of Westminster, specifically including its police department, a municipal corporation duly organized and existing under the laws of the State of South Carolina, hereinafter referred to as “City,” Michael Crenshaw, as “Sheriff” of Oconee County, a constitutional and elected official, on behalf of and along with his duly appointed Deputy Sheriffs, hereinafter collectively referred to as the “Oconee County Sheriff’s Office” or “OCSO,” and County desire to enter into an Intergovernmental Agreement providing for the cooperative and coordinated enforcement of a municipal ordinance enacted by City that establishes a curfew for minors; and,

**WHEREAS**, City has adopted certain ordinances related to general health, welfare, order, and safety within its corporate limits, specifically including Westminster Municipal Ordinance # 2019-06-11-02, relating to a curfew for minors within the City’s corporate boundaries (“Curfew Ordinance”); and,

**WHEREAS**, Sheriff is the chief law enforcement officer of the County, and OCSO is permitted by law to patrol and exercise jurisdiction throughout the County, including within the boundaries of incorporated municipalities; and,



**WHEREAS**, City is in need of and requests OCSO's assistance in enforcing the Curfew Ordinance; OCSO agrees to provide such assistance; and, County consents to this arrangement; and,

**WHEREAS**, City, OCSO, and County desire to enter into an Intergovernmental Agreement (the "Agreement"), in essentially the same form as attached hereto as Exhibit A.

**NOW, THEREFORE**, it is hereby resolved by the Oconee County Council, in meeting duly assembled, that:

1. The Intergovernmental Agreement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Agreement in substantially the same form as Exhibit A.

2. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreement and to execute and deliver any such documents and instruments on behalf of County.

3. Should any part or provision of this Resolution be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Resolution, all of which is hereby deemed separable.

4. All orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Resolution shall take effect and be in full force and effect upon enactment.

**RESOLVED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

2019-06-11-02

**AN ORDINANCE TO AMEND TITLE XIII CHAPTER 130 OF THE CODE OF ORDINANCES  
FOR THE CITY OF WESTMINSTER**

**WHEREAS**, the Westminster City Council has become aware of serious danger as a result of increased criminal activities including minors; and

**WHEREAS**, the Westminster City Council is desirous of granting law enforcement in this City an additional tool to assist law enforcement to keep the residents of the City safe; and

**NOW, THEREFORE BE IT ORDAINED** by the Mayor and City Council of the City of Westminster, South Carolina, Title XIII Chapter 130 is amended by adding a new subsection 130.77:

~~Indicates Matter Stricken~~

Indicates New Matter

By **AMENDING** Title XIII Chapter 130 as follows:

130.77 Curfew for minors, hours, locations, and exceptions

**A. Definitions**

- i. Curfew Hours. For minors fifteen (15) years of age and younger this curfew shall be in effect from nine o'clock (9:00) P.M. until six o'clock (6:00) A.M. Monday through Sunday and for minors above the age of fifteen (15) this curfew shall be in effect from eleven o'clock (11:00) P.M. . until six o'clock (6:00) A.M. Monday through Sunday.
- ii. Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- iii. Establishment. Any privately-owned place of business operated for a profit to which the public is invited, including but not limited to, any place of amusement or entertainment.
- iv. Guardian. A person who, by court order, is the guardian of the person of a minor OR a public or private agency with whom a minor has been placed by a court.
- v. Minor. Any person seventeen (17) years or younger.
- vi. Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any Establishment. The term includes the members or partners of an association or partnership and the officer of a corporation.
- vii. Parent. A person who is either (a) the natural biological parent of a minor, (b) an adoptive parent of a minor, (c) a step-parent of a minor, or (d) a person, at least eighteen (18) years of age who is authorized by the minor's biological or adoptive parent or guardian to have the care of custody of the minor.
- viii. Public Place. Any place to which the public or a substantial group of the public has access and includes but is not limited to, street, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- ix. Remain. To (a) linger or stay or (b) fail to leave any premises, establishment, or public place when requested to do so by a police officer or the owner, operator, or other person in control of the premises or establishment.

- x. Serious Bodily Injury. Bodily injury that creates a substantial risk of death or causes death, serious permanent disfigurement, or protracted loss of the function of any bodily limb, member, or organ.

**B. Offenses**

- i. A Minor commits an offense under this section if they remain in any Public Place or on the premises of any Establishment within the City of Westminster during the Curfew Hours.
- ii. A Parent or Guardian of a Minor commits an offense under this section if they knowingly permit or through insufficient control of the Minor, allows the Minor to remain in any Public Place or on the premises of any Establishment within the City of Westminster during the Curfew Hours.
- iii. The owner, operator, person in control of, manager, and/or employee of any Establishment commits an offense under this section if they knowingly allow a Minor to Remain upon the premises of the Establishment during the Curfew Hours.

**C. Defenses**

- i. It is a defense to prosecution under subsection B of this section that a Minor was:
  - (a) Accompanied by the Minor's Parent, Guardian, or other responsible companion at least twenty-one (21) years of age approved by the Minor's Parent or Guardian;
  - (b) On an errand at the direction of the Minor's Parent or Guardian, without any detour or stop;
  - (c) In a motor vehicle involved in interstate travel;
  - (d) Engaged in a business or occupation which the laws of this state authorize a Minor to perform, or going to or returning home from an employment related activity, without any detour or stop;
  - (e) Involved in an emergency;
  - (f) On the sidewalk abutting the Minor's place of residence or the curtilage of such residence, except an unless the complainant resulting in law enforcement presence on such sidewalk or curtilage was a neighbor of such Minor;
  - (g) Attending an official school, religious, or recreational activity supervised by adults and sponsored by the City, a civic organization, religious institution, or another similar entity who takes responsibility for the Minor, or going or returning from an official school, religious, or recreational activity supervised by adults and sponsored by the City, a civic organization, religious institution, or another similar entity who takes responsibility for the Minor; or
  - (h) Reasonably exercising rights protected under the First Amendment to the United States Constitution and relevant precedent related thereto including, but not limited to, the free exercise of religion, freedom of speech, and the right to peaceably assembly.
- ii. It is a defense to prosecution under subsection (B)(iii) of this section that the owner, operator, person in control of, manager, and/or employee of any Establishment promptly notified the City of Westminster police department that a minor was present on the premises of the establishment during the Curfew Hours and refused to leave.

**D. Enforcement**

Before taking any enforcement under this section, a police officer shall ask the suspected offender's age and their reason for being in the Establishment or Public Place during the Curfew Hours. The officer shall not issue a citation or make an arrest under this section unless the officer



reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in subsection (C) of this section is applicable.

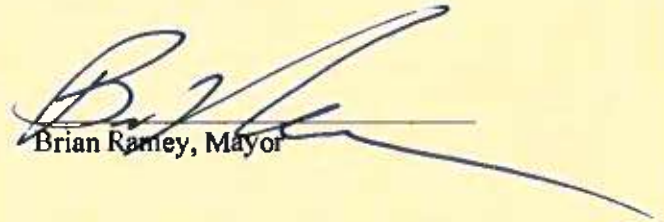
E. Penalties

- (i) An offender, after pleading or being found guilty under this section, shall be fined not more than Five Hundred (\$500.00) Dollars or imprisoned for not more than thirty (30) days. A separate offense shall be deemed to be committed on each day that a violation occurs or continues.
- (j) In addition to the penalties provided in subsection (E)(i) above, any condition caused or permitted to exist by any owner of real property in willful violation of this section shall be deemed a public nuisance and may be abated by the City as provided by law.

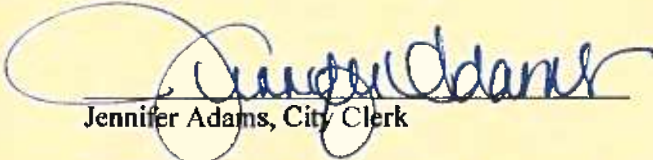
1st reading: May 14, 2019

2nd reading June 11, 2019

Attest:

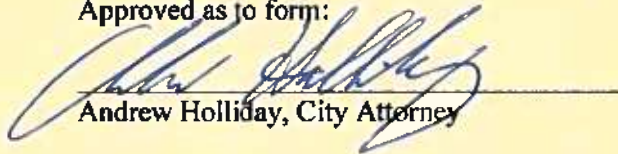


Brian Ramey, Mayor



Jennifer Adams, City Clerk

Approved as to form:



Andrew Holliday, City Attorney



intended to affect any other multi-jurisdictional agreement(s) which may exist between the Parties that do not directly relate to the subject matter hereof. To the extent any direct conflict exists between this Agreement and any other multi-jurisdictional agreement between the Parties, the terms of this Agreement shall control. OCSO shall have all powers and authorities of City in enforcing the Curfew Ordinance and as to any matters arising therefrom or related thereto. County approves and authorizes this relationship between City and OCSO.

2. **Cooperation.** OCSO shall cooperate with and aid City in enforcing the Curfew Ordinance. OCSO shall, however, be the sole judge as to whether or not it has sufficient resources at any given time to assist City with enforcement of the Curfew Ordinance. In the event that OCSO determines it lacks sufficient resources to assist with enforcement of the Curfew Ordinance, OCSO shall not be held liable for any claims and/or damages that result, or are alleged to have resulted, from such a determination.
3. **Control.** Except as otherwise agreed among the Parties, each Party shall maintain control over its designated personnel. Except as otherwise provided herein, each Party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.
4. **Equipment and Facilities.** Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the Parties.
5. **Records.** Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the Party conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any Party from making or maintaining a copy of any such records referenced above.
6. **Indemnification.** City shall indemnify and hold harmless OCSO and County as to any claims and/or damages in any way related to, or arising out, of the subject matter of this Agreement.
7. **Freedom of Information Act.** Upon receipt, each Party must respond to requests for information pursuant to the South Carolina Freedom of Information Act.
8. **Compensation.** This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer.
9. **Insurance.** Each Party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable.

10. **Employment Status.** Nothing herein shall be construed or interpreted to imply that the law enforcement officers of OCSO shall become employees of City, or that law enforcement officers of City shall become employees of OCSO.
11. **Successors.** The Parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this Agreement without necessitating execution of any amendment.
12. **Severability.** Should any part or provision of this Agreement be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Agreement, all of which is hereby deemed separable.
13. **Term.** This Agreement shall become effective upon the date of execution and shall remain in effect through June 30, 2020. Thereafter, this Agreement shall be automatically renewed for successive terms of one (1) year, unless terminated in accordance with the provisions of Paragraph fourteen (14) of this Agreement.
14. **Termination.** This Agreement may be terminated at any time by any Party upon at least sixty (60) days written notice to the other Parties of its intent to terminate or withdraw from this agreement. Such notice shall be deemed given upon personal delivery or mailing (as of the postmark date) of a Party's intent to terminate and withdraw from this Agreement to the other Parties at the respective addresses stated below:

To the County:           County of Oconee  
                                   Attn. County Administrator  
                                   415 S. Pine Street  
                                   Walhalla, SC 29691

To the City:             City of Westminster  
                                   Attn. Mayor  
                                   1009 E. Windsor Street  
                                   P.O. Box 399  
                                   Westminster, SC 29693

To the Sheriff:         Oconee County Sheriff Michael Crenshaw  
                                   Mailing Address  
                                   415 S. Pine Street  
                                   Walhalla, SC 29691

Street Address  
                                   300 S. Church Street  
                                   Walhalla, SC 29691

A Party may, at any time, change the address for notices to such Party by delivering or mailing a notice to the other Parties at least five (5) days prior to such address change, and setting forth the changed address.

15. This Agreement does not supplant any mutual aid or other agreements between OCSO and City.

16. This Agreement may only be modified or amended with the mutual consent and approval of all Parties in writing.

17. This Agreement shall be construed and enforced under the laws of the State of South Carolina.

WITNESS our hands and deals this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Witnesses

CITY OF WESTMINSTER, SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Witnesses

MICHAEL CRENSHAW, SHERIFF OF OCONEE COUNTY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnesses

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_



**UNDISCOVERED SC  
2018 GRANT APPLICATION**

---

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Project Title: *The Foothills Farmstead (Main Farmhouse Rebuild)*

Grant Amount Requested: *\$50,964*

*50 % of total*

*(must be 50% or less of project total)*

Total Project Cost: *\$101,928*

Applicant: *Oconee County*

Address: *415 S Pine Street*

*Walhalla, SC 29691*

Federal Employers Identification Number: *The Foothills Farmstead: 82-0943477*

Who will be responsible for project management? *Nicholas Gambrell*

Address: *158 Grant Road*

Telephone: *864-710-1568*

*Westminster, SC 29693*

Fax: *N/A*

E-mail: *ng33986@gmail.com*

This application was prepared by: *Nicholas Gambrell*

*864-710-1568*

Print Name

Telephone

*Nicholas Gambrell*  
Signature

*12-4-18*  
Date

Date Application Submitted to SCPRT: *12-4-18*

Received by SCPRT:

## **Section I Project Information**

### **Need for the Project (Please attach the following information):**

- An explanation of the need for this project, how this project will address that need and any other anticipated project benefits
- A description of any other similar projects in the applicant's region and how this does not duplicate those projects.

### **Scope of Work (Please attach the following information):**

- A detailed description of the complete project, including all project activities regardless of the funding source. *Your project/facility must be complete and open to the public by the end of the grant period.*
- Specify the projected cost of each activity. Include the source of funds. Attach and reference engineering or architectural cost estimates, or cite the source or basis for project cost information.
- In addition to the specific project activities, describe any other necessary actions/activities that will (or may) need to be undertaken prior, during or subsequent to this project to ensure that the project can begin promptly, be carried out in a timely manner, and achieve its goals; e.g., passage of a county ordinance, execution of a multi-party agreement, acquisition, etc.
- Provide information on who will be administering the grant and their grant experience.
- Identify any other participants involved in the project and how they are contributing (volunteer, financial, etc.). If the applicant is applying on behalf of a *non-profit organization*, please provide the Federal Tax Exempt Status (e.g. 501(c)3, (c)4, etc.), provide a copy of the IRS letter showing the non-profit status, and explain the relationship of the non-profit to the applicant and the project.

### **Impact (Please attach the following information):**

- Explain the proposed project's impact on the locality and/or region
- Provide an estimate of the number of annual visitors from outside a 50 mile radius that are expected and provide your methodology for determining the numbers.
- Provide an estimate of state admissions tax to be generated by the project, if applicable.
- Include any additional information that should be considered in evaluating the proposed project activities

### **Strategic Impact:**

- Explain how the project relates to a county or local tourism plan, if any.
- Explain how the project is consistent with SCPRT's Undiscovered SC marketing strategy. The Undiscovered SC Marketing Program seeks to promote assets – including both cultural and natural tourism attractions – which are intrinsic or germane to the character and identity of each destination. The purpose of the Undiscovered SC Grant Program is to serve as a catalyst to further develop untapped or under-utilized assets to encourage tourism growth within a destination.

### Need for the Project:

The need for the Foothills Farmstead in Oconee County can be seen in the fact that family farms in this region are disappearing with every generation. This living-history farmstead will preserve and educate visitors of the agricultural way of life that shaped this region in the early 20<sup>th</sup> century. At the same time, it will provide an economic boost in a section of Oconee County that has no other tourist attractions. The southern part of Oconee County is more agrarian than other parts and this farmstead will allow tourists to either relive or learn firsthand about the region's history. Through historic preservation and programming, the Foothills Farmstead will satisfy this need to preserve and educate.

There are no other living-history farms in the immediate area. The closest would be Hagood Mill in Pickens county. However, it deals with log structures and the 19<sup>th</sup> Century and is not a working farm. The nearest farm with the most in common is in Horry County, the L.W. Paul Living History Farm, which is on the other side of the state. The Farmstead location is in close proximity to I-85 and three major state roads (Hwy 24, Hwy 182 & Hwy 11) that traverse across Oconee County. This location gives easy access for the public to visit this living history demonstration.

### Scope of Work:

The Foothills Farmstead is to be a 16-acre, living history, working farm illustrating life in the foothills of the Southern Appalachian Mountains in the early 20<sup>th</sup> century. This will happen by moving original, historic structures to the acreage to recreate the proverbial "family farm." This includes the main farmhouse, surrounding barns and outbuildings, tenant houses and community buildings. This grant request is for the rebuilding of the main farmhouse which would allow us to officially open to the public. To date, the farmhouse has been carefully disassembled and stored in a dry warehouse.

Cost of each activity (including previous activities) is detailed below:

Disassembling of Main Farmhouse: \$16,625 (completed with thousands of volunteer hours)

#### Reassembling of Main Farmhouse:

<u>Site Preparation</u>	<i>\$1,500 (Butts Grading)</i>
-DHEC requires moving of a septic feeder line located where the house will be rebuilt	
<u>New house foundation</u>	<i>\$20,928 (DPI Masonry)</i>
-This includes footers, concrete foundation of house and large, wrap-around porch, suspended concrete porch floor, and chimney bases	
<u>Labor for House Rebuild</u>	<i>\$78,000 (Old Oakway Architectural Salvage)</i>
-Estimated at 2 skilled laborers, 2 years, 40hrs/wk @ \$9.375/hr	

The lease to the Foothills Farmstead from Oconee County for the 16 acres has already been approved by County Council. All that has to happen to begin reassembling the main farmhouse is signing the lease, and then Site Preparation can begin.

The County Finance and Grants Offices will be the main grant recipient but Foothills Farmstead will be the Project Lead/Management of this project. Members of the Foothills Farmstead Board of Directors have been involved in many grants before including the South Carolina National Heritage Corridor (State and Regional).

The Foothills Farmstead is a non-profit organization that will lease land from Oconee County to build and manage the living-history farm (see attached IRS Determination Letter). There are many local organizations that support the farmstead project (see attached Letters of Support). In addition, the neighboring Fair Oak Youth Center is providing office space, parking areas and storage space for the non-profit, The Foothills Farmstead (see Partner Assurances).

### Impact

The Foothills Farmstead will be a great asset to the community, county, state and region. Not only will it preserve a "Way of Life" that is quickly disappearing, it will provide an economic boost to a relatively unknown part of the state of South Carolina. This will be achieved through tourism. As the farmstead will host festivals and events, this will draw in visitors who will use local accommodations and shop local. This not only affects the project but a discovery of the local attractions as well. Because this is a very unique project, it is anticipated that it will be a regional draw to the farmstead, drawing from nearby Georgia and North Carolina as well.

Being a new tourist attraction, visitation numbers are unknown. However, there are comparable sites that give us clues to future visitation. These include the L. W. Paul Living History Farm in Horry County, SC and the Bart Garrison Agricultural Museum of SC in Anderson County, SC. The L.W. Paul Living History Farm is comparable in size and scope. Their site is 15 acres and deals with the time period of 1900-1955 (the Foothills Farmstead is 16 acres and deals with the time period of 1900-1950). The average attendance at their farm is 8,000 – 10,000 visitors per year. The State Agricultural Museum receives 3,000 – 5,000 per year. It is anticipated that the Foothills Farmstead will receive comparable visitation. The Farmstead will seek out the Oconee County School District and Home-schooling students to the site so they become aware of what life was like in the early 20<sup>th</sup> century working farm. Currently, Facebook following is at 4.8k.

Based on these projections, SC Admissions Tax could be calculated at \$1,000 to \$2,000 per year (5% tax rate on \$2 to \$5 admission charge per person).

#### **Strategic Impact**

The farmstead project is included in the Oconee County Tourism Plan (attached) and the CVB Marketing Plan (also attached).

The Foothills Farmstead is an excellent example of a project that illustrates the character and identity of the destination. This can be seen in the fact that the farm will be an accurate representation of family farms in the region at the time. It is also in an area (of the county) that has very little tourism around, despite the fact that it is very close to Interstate 85 coming in from Georgia (Atlanta). It is expected that other tourism sites will arise from the popularity and uniqueness of the Foothills Farmstead. It is already next door to a former school used as a community center and houses group offices such as the Upstate Heritage Quilt Trail. In networking with surrounding destinations (of the region) a greater hub of tourism can be developed.

#### **Additional Information Requested**

##### **Proof of the budget support to carry out future maintenance and operation of the completed project.**

To date, the Foothills Farmstead has raised over \$16,000 in memberships and fundraisers. This has all been since May 2017. Thus, it is anticipated that maintenance and operational costs will be covered by the continuation of membership dues and fundraisers.

##### **Copy of land purchase option or deed to project site.**

(See attached deed)

## Section II Financial Information

### Funding:

List all sources of project funding and the amount committed by each for this project. Attach a letter of commitment from each funding source other than the applicant. The commitment letters should specify the amount of funds being provided, when the funds are available, and any restrictions or conditions for the use of the funds. For the applicant's commitment, attach a letter (or resolution if a county or city council is committing the funds) specifying the source of funds, when the funds are available and any restrictions or conditions for the use of the funds.

If a letter of commitment cannot be provided for any expected sources of funds, a rationale should be provided which explains why such a letter cannot be provided and states how funding for the project will be assured.

**Note:** Prior to requesting a disbursement of Undiscovered SC grant monies, the applicant will be required to document that all other committed funds have been expended.

Source of Project Funding	Amount Committed	% of Total Project Cost
The Foothills Farmstead	\$1,500	2 %
USDA (not committed)	\$43,464	42 %
Local ATAX	\$ 6,000	6 %
	\$	%
	\$	%
	\$	%
Amount of grant funds requested	\$ 50,964	50 %
<b>Total Project Cost</b>	<b>\$101,928</b>	<b>100%</b>



### Section III Project Budget and Timeline

**Instructions:** Identify and list each major task/activity associated with the proposed project. Darken the appropriate boxes for the quarter(s) during which the task/activity will take place (beginning to end). Fill in the estimated amount of funding needed for the completion of each project element listed. The source of any "other" funding for the project should be listed separately at the bottom of this form (show the total amount of funds being provided) and referenced by number. If the project is expected to last beyond twenty-four (24) months, please provide an explanation and attach an extended timeline, if necessary.

Analyze the proposed project carefully. All elements of the project and any necessary funding must be identified. If necessary, attach additional information.	Project Period												Undiscovered SC Grant Funds	Other Funds: Amount and Source #
	2019				2020				2021					
	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q		
<i>Example: Engineering</i>													\$20,000	\$30,000 (1)
1 Site Prep		X											\$750	\$750 (1)
2 Foundation		X											\$10,464	\$10,464 (2&3)
3 House (labor)			X	X	X	X	X	X	X				\$39,000	\$39,000 (2&3)
4 Materials			X	X	X	X	X	X	X				\$750	\$750 (1)
5													\$	\$
6													\$	\$
7													\$	\$
8													\$	\$
9													\$	\$
10													\$	\$
11													\$	\$
12													\$	\$
<b>Total Undiscovered SC grant funds</b>												\$50,964		
<b>Total funds from other sources</b>													\$50,964	
<b>Total project cost</b>												\$101,928		

#### Other Funding Sources

Example: (1) <u>Local Tourism District \$15,000</u>	
(1) The Foothills Farmstead	(3) Local ATAX
(2) USDA Grant (uncommitted)	(4)

**Section IV  
County Information and Maps**

**Please provide the following information about the County:**

County: **OCONEE**

Latest county unemployment rate: **3.6-4.4%** Rate is for the period ending **Sept. 2018**

Data source: **\_www.ycharts.com/indicators/oconee\_county\_sc\_unemployment\_rate**

Unemployment rate for the county last year: **5.5%**

**County Legislative Delegation:**

State Senate District   1              Senator **Thomas Alexander**

State House District   1              Representative **Bill Whitmire**

State House District   2              Representative **Bill Sandifer**

Congressional District:   3              Congressman **Jeff Duncan**

Council of Government (COG):    **Appalachian COG**

**Location and Maps:**

**Project site address: (not address of applicant):**

Street address: *150 School House Road*

City: *Westminster*                      Zip: *29693*

**Written directions from major highway or interstate:**

*From I-85 N, take Exit 1 (Hwy 11) to Hwy 24. Turn onto Hwy 24 toward Oakway. At the split into Hwy 24 and Hwy 182, turn right on School House Rd.*

*From I-85 S, take Exit 11 and turn right onto Hwy 24. In Oakway, turn left onto School House Rd.*

**Please provide the following maps as an attachment to this application:**

- A county road map identifying the location of the project activities.
- A detailed map of the project area showing the location of all proposed project improvements and all existing infrastructure and improvement, including roads, water, sewer, gas lines, electrical lines, etc.
- Provide a project site plan that shows the proposed development, including approximate square footage and floor plan of any buildings (plan size can be no larger than 14 inches by 17 inches).

**Section V**  
**Applicant Assurances**

The information provided in this application is correct to the best of the applicant's knowledge. The applicant understands that there will be no reimbursement of costs incurred before grant award unless prior written approval is given by the SC Department of Parks, Recreation and Tourism. (If the applicant wishes to incur pre-grant award expenses at their own risk, that request should be made in writing to SCPRT.)

The applicant understands that if a grant award agreement is executed between the applicant and SCPRT, the applicant will be required to ensure that required reporting and appropriate procedures for procurement, contracting and fiscal accountability will be followed in the administration of the grant and the expenditure of grant monies. The applicant (and partners) also acknowledges that:

- 1) all other funding sources must be expended prior to expending Undiscovered SC Grant monies, except as may be required by the design of the project; and,
- 2) any cost savings or under runs must accrue to the Undiscovered SC Grant Program.

*The following official acknowledges and agrees to the above statements and authorizes the submission of this grant application to SCPRT's Undiscovered SC Grant Program to assist in carrying out the project described herein.*

Ms. Edda Cammick  
Print Name of Applicant's Chief Elected or Administrative Official

Council Chairperson  
Title

  
Signature

November 20, 2018  
Date



**Section VI**  
**Partner Assurances**

The following partner(s) will be implementing activities and/or providing funding for the project described in this application. The signature of the authorized representative attests that the partner has reviewed this application and agrees to support the project described herein.

**Participating Local Government(s):**

(see attached letters)  
County / Municipality

\_\_\_\_\_  
County / Municipality

\_\_\_\_\_  
Print Name of Chief Elected or Administrative Official

\_\_\_\_\_  
Print Name of Chief Elected or Administrative Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Partner(s):**

Fairoak Youth Center

\_\_\_\_\_  
Print Partner's Name

\_\_\_\_\_  
Print Partner's Name

President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Danny Smyth

Represented by

\_\_\_\_\_  
Represented by

Danny Smyth  
Signature

\_\_\_\_\_  
Signature

12/03/2018

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Also see attached Letters of Support.

## Section VII

For Use by SCPRT Only

This application is recommended for funding by:

**Grant Programs Manager:** \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Comments:*

**SCPRT Director:** \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Comments:*

## **Oconee County Tourism Action Plan**

### **Tourism Overview**

- Often characterized as the largest business sector in the global economy (200 million employees and generates \$3.6 trillion annually)
- Tourism ranks as either the first or second largest industry in 47 out of 50 states
- In South Carolina, tourism contributes approximately \$11 billion to the economy and tourism related businesses employ about 10% of the workforce
- In 2006, tourism generated about \$1.1 billion in state and local tax revenues
- However, SC only captures about 57% of the average tourism expenditure when compared to national tourism data
- Tourism in South Carolina has suffered from fragmentation and a lack of comprehensive coordination and planning

### ***South Carolina Tourism Action Plan & Upstate Regional Plan***

- SC completed the statewide plan in 2006
- Sets aggressive goal of growing the tourism industry into a \$40 billion per year industry by 2020
- According to the plan, more inland tourism product must be developed to reach this goal
- According to a report by the World Tourism Organization, "sun and sand resort" tourism has matured and flattened out while experiential tourism (adventure, nature, heritage, culture, and eco-tourism) are and will continue to grow
- Heritage/cultural and econ/adventure tourists tend to stay longer and spend more

### ***Tourism Development Challenges***

Oconee County, like many communities in transition throughout the United States is faced with a number of challenges to their development of a sustainable tourism industry that contributes to the overall economic development of the county and region.

### **The Fragmentation of the Tourism Sector**

- Coordinated framework is necessary because of the fragmented nature of the tourism industry.
- One of the main purposes of tourism planning is to create a harmonious balance between the different interests of the various stakeholders.
- The balance may be achieved through the establishment of an appropriate multi-faceted institutional framework.
- The public sector, the private sector, non-profit organizations, the community and tourist play important roles in tourism planning development.

### **The Different Perspective of the Public and Private Sectors**

- Public sector: managing development to achieve community goals in the public interest.
- Private sector: providing facilities and service to tourists while maximizing returns on investment.
- Main Area of Public-Private Sector Cooperation
  - Improving the attractiveness of a destination

- Improving a destination's marketing efficiency
- Improving a destination's productivity
- Improving the overall management of a destination's tourism system

## **Roles and Responsibilities of Public and Private Sectors**

### ***Public Sector***

- **Have a vision for tourism**
- **Provide an enabling environment for tourism**
- **Ensure adequate infrastructure development and maintenance**
- **Create sufficiently open market conditions to stimulate sustainable tourism development**
- **Provide support facilities and facilitation services to private enterprise**
- **Guarantee stable regulations and fair taxation**
- **Provide a regulatory framework in consultation with all interested stakeholders to protect and enhance natural, social and cultural environments**
- **Assure the well-being of local communities and international and domestic visitors**
- **Undertake research in collaboration with the private sector to provide market information for the industry and the investment community and improve the general understanding of changing market demand**

### ***Private Sector***

- **Understanding the environmental and social concerns of government and local communities**
- **Be able and willing to provide the expertise and access to finance to develop and operate tourism facilities and services**
- **Assume collective responsibility for laying down industry standard, ethics and fair practices**
- **Contribute to preserving culture and heritage and protect the environment, taking the lead in educating travelers as to the need for sustainable development**
- **Involve local communities in tourism development and ensure that they enjoy their fair share of the benefit**
- **Undertake industry training and manpower development to achieve excellence in quality of services**
- **Work with governments to ensure the safety and security of tourists**
- **Contribute to improved research and the development of statistical databases**
- **Harness technology to improve the efficiency of tourism operations and marketing and quality of service**

***Guiding Principles for Tourism and Recreation Development in Oconee County:***

- **Consider this process a marathon, not a sprint.**
- **Forming/strengthening partnerships with the surrounding counties and finding the right product mix to support and enhance the State Tourism Plan and the Upstate Product Development Plan should be Oconee County's top priority.**
- **While creating a critical mass of tourism and recreation products is important, quality cannot and should not be compromised.**
- **Concentrate on the products that make Oconee County unique and complement and enhance the Upstate Product Development mix.**
- **Avoid making decisions based on sunk costs.**
- **When planning projects, develop sustainable funding models to operate and maintain each project.**
- **For tourists, create opportunities or experiences that will take 2, 4, or 8 hours and market appropriately. It is important to remember that you are managing experiences. If a tourist expects an experience to last 4 hours and it only takes 2 or it takes 6, their experience will be less than ideal.**
- **Protect your natural and environmental resources.**
- **Concentrate on the outdoors/water (fishing, boating and other lake-based activities, rafting, hiking, equestrian) and cultural/heritage (with an emphasis on Cherokee History/Appalachian Culture).**

## **Project Activities and Summary of SWOT Analysis**

### ***Information Gathering***

- Conducted four days of focus group meetings and individual interviews in Salem, Westminster, Walhalla, and Seneca.
- Met with the Oconee Alliance.
- Toured key attractions and areas with Executive Director of CVB and Director of Oconee County PRT
- Reviewed relevant tourism and recreation literature and web-base resources and information.
- Reviewed the South Carolina Tourism Action Plan - 2006.
- Reviewed the Upstate Product Development Plan – 2009.
- Reviewed the 2008 South Carolina Outdoor Recreation Plan.
- Reviewed the 2002 South Carolina Trails Plan

### ***Key Strengths and Opportunities***

- Natural Resources – abundant waterfalls, 3 major lakes, mountains, rivers, trails
- History/Culture – Oconee County Heritage Center, Cherokee history, Appalachian culture
- CVB is established
- Existing tourism product –rafting companies on Chattooga, Duke Power World of Energy
- Proximity to Clemson University
- County Parks
- State Parks
- National Forest
- Trails (Foothills, Bartram, and others)
- Proximity to Charlotte, Atlanta, Greenville, Columbia, Asheville, Raleigh-Durham
- State and Regional tourism plans recently completed.

### ***Key Weaknesses and Threats***

- Lack of lodging in county but appropriate lodging is located just across the county line in Clemson
- Politics in towns – past history, lack of political will
- Fragmentation among Chambers of Commerce
- Some locals may not welcome visitors
- Lack of brand identity, communication strategy, signage/wayfinding
- Insufficient tourism marketing and web presence
- Limited/no metrics in place to measure tourism activity levels and visitor satisfaction
- Competition from Georgia and North Carolina
- Businesses close early
- Lack of zoning rules and regulations

### **Economic Benefit**

According to the "The Economic Impact of Domestic Travel on South Carolina Counties – 2008," and the "Accommodations Tax Revenue Distribution Full Fiscal Year 2008-2009," published by the South Carolina Department of Parks, Recreation, and Tourism:

#### **Oconee County**

- Received \$48.22 million from travelers
- Tourism generated \$7.85 million in payroll and 440 jobs
- Tourism generated \$3.01 million in state & \$2.75 million in local tax receipts
- Collected approximately \$115,841 in accommodations taxes

#### **Anderson County**

- Received \$133.35 million from travelers
- Tourism generated \$20.66 million in payroll and 1,300 jobs
- Tourism generated \$8.25 million in state & \$4.05 million in local tax receipts
- Collected approximately \$350,014 in accommodations taxes

#### **Cherokee County**

- Received \$31.89 million from travelers
- Tourism generated \$5.86 million in payroll and 350 jobs
- Tourism generated \$1.99 million in state & \$.720 million in local tax receipts
- Collected approximately \$96,404 in accommodations taxes

#### **Greenville County**

- Received \$892.49 million from travelers
- Tourism generated \$237.33 million in payroll and 9660 jobs
- Tourism generated \$37.08 million in state & \$15.01 million in local tax receipts
- Collected approximately \$2,062,741 in accommodations taxes

#### **Pickens County:**

- Received \$77.09 million from travelers
- Tourism generated \$13.65 million in payroll and 820 jobs
- Tourism generated \$4.82 million in state & \$2.69 million in local tax receipts
- Collected approximately \$268,371 in accommodations taxes

#### **Spartanburg County**

- Received \$312.23 million from travelers
- Tourism generated \$55.4 million in payroll and 2370 jobs
- Tourism generated \$15.17 million in state tax & \$5.42 million in local tax receipts
- Collected approximately \$863,466 in accommodations taxes

When 2009 data becomes available in September, Oconee County should use those new numbers as baseline.

By coordinating efforts within Product Development Area 2 counties to create tourism opportunities to make the region a viable tourist destination, Oconee County can be successful in tapping into and significantly increasing this potential benefit.

***From a general quality of life standpoint and in attracting new residents and businesses, the development of tourism and recreation products is extremely important. Trails, greenways, parks, and fitness and wellness opportunities top the list of amenities that attract people to communities. The economic impact and return on investment of developing these resources is realized in new housing developments, rejuvenated neighborhoods, additional businesses, and attracting visitors and events to an area.***

The American Planning Association has published a number of briefing papers that outline how communities use parks and open space. The list includes community revitalization, community engagement, economic development, creating safer neighborhoods, green infrastructure, helping children learn, improving public health, providing arts and cultural programs, promoting tourism, smart growth, and climate change management. Some key points include the following:

- Parks that serve as central walking, resting, and meeting places can revive failing or threatened commercial areas.
- Community residents and the city, working together on a neighborhood park project, can turn around a distressed residential area.
- Parks are one of the quickest and most effective ways to build a sense of community and improve quality of life.
- Parks have a positive effect on real property values, increase municipal revenues, attract and retain affluent retirees, attract knowledge workers and talent to relocate to an area, and attract homebuyers.
- Green residential spaces are gathering places where neighbors form social ties that produce stronger, safer neighborhoods.
- Creating an interconnected system of parks and open space is manifestly more beneficial than creating parks in isolation.
- Parks offer children a sense of place, self-identity, and belonging as an antidote to social alienation, vandalism, and violence.
- Parks engage children in informal, experiential learning through play and shared experiences with peers, laying the foundation for effective formal education and provide valuable resources for closing the educational gap in communities.
- Parks provide people with contact with nature, known to confer certain health benefits and enhance well-being and provide physical activity opportunities that help to increase fitness and reduce obesity.
- Cities and counties need to provide all types of parks to provide their various citizen groups with a range of health benefits.
- Parks provide sites for special events, festivals, and sports tournaments that can attract tourists and be sources of economic benefits for smaller cities.
- Parks have voter support to direct public funds toward growth management strategies and can enhance mixed development and redevelopment strategies.



## **Recommendations**

### ***1) Managing the Industry***

**Change name of CVB to Mountain Lakes Tourism or Visitors Bureau**

- **Oconee County is not in the Convention business and will not be in the Convention business in the near or probably distant future.**

**Restructure/Combine Existing PRT Commission, Oconee Tourism Commission, and the Arts and Historical Commission as follows:**

- **7 member commission appointed by County Council (3 seats), Chamber of Commerce (1 seats), Oconee Alliance (2 seat), Economic Development Commission (1 seat)**
- **The Executive Director of the CVB and the Director of Oconee County PRT should be ex-officio members of the commission**
- **Commission makes recommendations for the management of the visitor's bureau and develops and implements policies related to the expenditures of county A-tax revenues**

**Draft By-laws for Tourism Commission to include (at a minimum) guidelines for appointments to the commission, terms of members, attendance, powers and duties assigned to the commission, and officers.**

**For example, By-laws related to General Guidelines for Appointments to the Oconee County Tourism Commission should include:**

- a) At least one individual employed in the accommodations industry (hotels, motels, resorts, camping, etc.) or other businesses collecting accommodations taxes.**
- b) At least one individual employed in the hospitality industry (restaurants, catering, etc.) or other businesses collecting hospitality taxes.**
- c) At least one individual representing the State Accommodations Tax Committee.**
- d) At least one individual with significant marketing/PR/advertising experience.**
- e) At least one individual who works with a major tourism attraction (rafting companies, World of Energy, etc.) in the county.**

**Create coherent vision and mission statement and goals and objectives tied directly to achieving the vision and mission.**

**Once established, the commission should create committees to implement this tourism action plan. Committees should be chaired by a member of the commission and membership should include interested individuals from the county. Committees should not exceed 12 members (8-9 is ideal).**

**A funding strategy committee, made up of 3 members of the commission, a representative of the accommodations tax committee, a member of the Oconee Alliance, and the two ex-officio members of the commission should begin work immediately to:**

- a) Inventory current A-tax collections and allocations.**
- b) Establish and collect county-wide H-tax.**
- c) Identify other potential revenue streams.**

**d) Recommend, if deemed necessary and appropriate, realignment of A-tax and H-tax allocations to include the development of policies and guidelines for distribution.**

**For example, A-tax grants should align with the level of visitation generated by an event. If visitors to an event make up 40% of total attendance, that event would be eligible to receive up to 40% funding from A-tax revenues.**

**Another example would be developing a policy that requires A-tax grant recipients to provide economic impact and visitor data in their applications.**

**Do not nickel and dime – develop priorities and fund those priorities at appropriate levels.**

**Staff Recommendation**

**Add two staff members to the CVB in the next two years. One staff member should oversee product development and management and the other should cover marketing/PR/sales & service. Plans for future growth should include adding a third staff member that will split the marketing/PR/sales & services duties; additional hires to staff a future visitor's center, and additional administrative/support staff.**

### Budget/Finance Recommendation

The following chart provides a comparison of CVB funding and staff levels in South Carolina. Myrtle Beach, Hilton Head, and Charleston CVB's were intentionally left out of the chart because they are significantly different than Oconee County or anywhere else in the state from a tourism perspective.

Agency	Annual Budget	Sources	Staff	Population	Budget/Population
Cheraw Visitor's Bureau	\$75,000	A-tax, H-tax	1- ¾ time	5,700	\$13.16
Georgetown CVB	\$775,000	A-tax	3.5 FT	65,000	\$11.92
Rock Hill/York CVB	\$981,000	A-tax, H-tax, General Fund	5 FT	218,000	\$4.50
Camden/Kershaw Chamber	\$250,000	A-tax, dues, events revenue, grants	3.5 FT	58,000	\$4.31
Greenville CVB	\$1.6 million	A-tax, Memberships, PRT	8 FT	400,000	\$4.00
Greenwood CVB	\$230,000	A-tax	2 FT	65,000	\$3.54
Florence CVB	\$400,000	A-tax	3 FT	130,000	\$3.08
<b>Mountain Lakes CVB (Oconee)</b>	<b>\$160,000</b>	<b>A-tax</b>	<b>1.5 FT</b>	<b>71,000</b>	<b>\$2.25</b>
Columbia Visitor's Bureau	\$1.4 million	A-tax, H-tax, PRT	11 FT	703,000	\$1.99
Spartanburg CVB	\$324,000	A-tax	3 FT	281,000	\$1.15
Anderson CVB	\$200,000	A-tax	2 FT	186,000	\$1.08
Darlington Country Tourism	\$50,000	A-tax	1 FT	68,000	\$0.74

To determine an average per-capita funding level, the highest (Town of Cheraw) and lowest (Darlington Country) were excluded from the calculation to eliminate the high and low outliers.

Average Per Capita Funding = \$3.78

#### *Budget Recommendation:*

Oconee County should work towards funding the CVB at the state average within 2-years.

\$3.78 per capita average x 71,000 residents in Oconee County = **\$268,522.00/year**

## **2) Tourism Support/Infrastructure**

**Continue funding CVB and begin to increase budget and expand staff to recommended levels**

**Aggressively pursue destination resort development(s) with ability to host meetings and conferences based on results of feasibility study.**

**Implement hospitality industry pride campaign and program**

**Concurrent with the packaging of existing products and opportunities, develop a community education program that should include three groups:**

- **Local Citizens**
- **City and County Council Members**
- **Service Sector Employees (Hospitality Education Program)**

**This education program should focus on creating community pride and an understanding of all that Oconee County has to offer. Having citizens engaged, excited, and informed about the opportunities available is essential to any tourism strategy. Visitors will not be impressed and not be inclined to return if they have less than ideal encounters and interactions with local citizens. Local citizens and service sector employees need to be ambassadors. Finally, city and county council members must understand the importance and benefits of developing tourism and recreation assets. Provide Familiarization Tours for local residents, city and county council members, and service sector employees as part of the education program.**

**Create and/or provide a hospitality education program for service sector employees (food, lodging, recreation, travel, sport, attractions). This training program could be provided by one of the hospitality programs in South Carolina (Clemson, USC, Johnson and Wales, Technical Schools) or online programs and should/could include the following topics:**

- **Basic customer service skills**
- **Sales techniques and product presentation**
- **Communication skills**
- **Courtesy and etiquette**
- **Understanding customer behaviors and multicultural and ethnic perspectives**
- **Knowledge of local, regional, and state tourism attractions**
- **Soft skills like patience and empathy**

**Something as simple as a business card that lists the top five things to do in Oconee County and the tourism website could be created and distributed to attractions, accommodations, restaurants, shops, etc. Employees at those businesses can simply give those cards to interested visitors.**

**Encourage Westminster and Walhalla to complete retail market analysis studies (Seneca recently completed one). These studies may/can be done in conjunction with the county-wide branding study depending on the consultant hired.**

### **3) Product Development/Projects**

#### **Lake Access/Fishing Strategy**

- Significant grant funding through the Wallop-Breaux Reauthorization, SC DNR, and other sources may be available for these projects
- Set Oconee County up to become a viable and top-level site for fishing tournaments on Lakes Hartwell and Keowee
- Complete plans and begin improvement project at Seneca Creek Landing on Lake Hartwell to include new boat ramps, expanded parking, picnic shelters, a fishing dock, and a lake-side trail that ties in to Clemson's University Beach property to expand opportunities to host large events.
- Develop a tournament fishing facility at South Cove Park modeled after Little Hall Fishing Tournament Site on Lake Lanier (this type of dock situation should be considered on Hartwell as well). *See appendix for more detail*
- Consider taking over lease of Clemson Marina property. This site is in financial distress so the Corp of Engineers is probably willing to negotiate an attractive lease with the Oconee County (or anyone).
  - Renovate rental docks, add boat storage facility, and upgrade boat ramp
  - Renovate fuel facility and restaurant/event facility and find vendor to subcontract those operations
  - Add fishing tournament dock facility

#### **Implement Signage and Wayfinding Program (including trails) program based on branding strategy**

- Consultants will work to create signage, wayfinding, banners, advertising campaigns, website suggestions, etc. that can be adapted and adopted by private, public, and non-profits throughout the county

#### **Chau Ram Park Project**

- 200 acres along Chauga River north of Westminster with 28 campsites, over a mile of river frontage, waterfalls, an existing trail system, a suspension bridge, and a primitive camping area
- Add hiking/mountain biking trails, disc golf course, additional parking, and a small interpretive center (can act as an "unofficial" visitor's center)
- Upgrade technology to improve reservation system and accept online reservations

#### **Develop Oconee County Visitors Center(s)**

- To begin use Chambers of Commerce, Wildwater, NOC, Duke Power, the Oconee County Heritage Center as "Unofficial, Official" Visitor's Centers
- Continue plans to develop an official visitor's center to act as store-front, one-stop shop for tourism in the county

#### **Continue developing Quilting Trail Site**

- A site in Westminster has been identified.



### **Develop Farmstead - Cherokee and Appalachian Life Center**

- This project is highlighted in the Upstate Regional Plan and should be aggressively pursued.
- Tie this project into other area attractions like Hagood Mill. In addition, Oconee and Pickens County should work together to partner with Clemson University to renovate the Andrew Pickens home and site as well as the site of Hopewell to enhance the offerings in the area and create a trail. Museums in both counties can be tied into this trail as well.

**Oconee County should develop municipal partnerships to stimulate and continue county-wide revitalization. Seneca and Westminster downtown improvements should continue and Walhalla and Salem should develop and implement improvement plans. These plans should include development standards and expanded market analysis studies to inform business recruitment efforts.**

- The retail market analysis can inform private sector investment in new restaurants, shopping, and other retail that will support the tourism industry in Oconee County
- Streetscape and beautification projects also help to attract business and tourists and create community pride among locals
- Collaboration among communities to tie downtown designs together and go after stimulus money as a package.

#### **4) Marketing**

Hire a consultant to conduct a branding strategy and a retail market analysis for Oconee County

- The consultants will create brand and advertising collateral

Create marketing grant program for businesses that include the brand collateral in advertising

Conduct zip code study to target most appropriate markets – see section on Metrics

Develop and conduct visitor surveys – see section on Metrics

Tie into South Carolina Welcome Centers and create unofficial visitors centers (like the rafting companies, Duke Energy, and the Oconee Heritage Center)

Continue to enhance the working relationship with the South Carolina Heritage Corridor.

**5) *Protecting the Resource***

**Begin corridor/gateway improvements**

**Implement hard core zoning restrictions on Hwy 11. If you do not work to preserve this corridor, people will not use it and it could lose it's designation.**

**Consider restrictions on Highways 76, 123, and 28**

**6) *Other***

**Develop Oconee County Conservation Bank with funding to acquire land trusts to secure pristine properties.**

**Develop County-wide Greenway System to tie Municipalities together.**

**Develop County-wide Recreation Center and Program to compliment and expand existing youth programs for all ages and interest groups (partnerships between the municipalities and the YMCA should be explored).**

**Begin County Park Improvement/Upgrade Plan - current facilities are approximately 40 years old and in need of upgrades, renovations, and redevelopment.**

**Create/Attract Bus Tours for Elder Leisure**

**Develop Active Adventure and Student Education Opportunities and Attractions**

**Elder Hostels**

**Develop Mountain Bike and Horseback Trails**

**Consolidate Chambers of Commerce**

**Encourage Development in Long Creek Area**

**Apple industry**

**Restaurant(s)**

**Rustic/Boutique lodging**

**Identify and Develop Agri-tourism Attractions**

**Identify Duke Power Sites on Lake Keowee for Future Development**



## 7) Metrics

a) The **USTA's Travel Economic Indicator Model (TEIM)** should be used as a primary measure to determine growth in the tourism industry in Oconee County. This report is usually available in September of each year and can be found at the following website: <http://www.scpvt.com/our-partners/tourismstatistics/researchreports.aspx>

b) Implement a **zip code tracking system** to continuously define your primary target markets. Work with existing attractions (rafting companies, Duke Energy, the Oconee Heritage Center, hotels, telephone and web inquiries) to begin or continue collecting zip codes and reporting them to the tourism bureau on a quarterly basis. Consider utilizing kiosk computers to collect this data. In addition to the zip code, the date of the visit should be recorded as well.

c) Implement a **visitor survey** to be deployed at attractions and events. There are two purposes to this survey. First, it will give the tourism commission and tourism bureau primary visitor spending data. Second, it will give the tourism commission and tourism bureau a method to determine if events (festivals) are generating visitation/spending from outside the county and therefore, eligible for A-tax funding. The tourism commission and tourism bureau can work with Clemson University to administer the survey and assist with data analysis. This survey should be a maximum of 5 questions including the following 3 questions at a minimum:

- What is your zip code?
- Are you staying overnight in Oconee County? If so, how many nights and which hotel/motel/accommodations?
- Estimate your total daily expenditures in Oconee County to include eating/drinking places, groceries, gas, auto/other transportation, lodging, and shopping/retail.

d) Implement a **web tracking system**. Utilize Google Analytics to determine web traffic and provide secondary data to assist in determining markets. This tool can also help in creating strategies to generate more "hits" on the tourism website and insure that the tourism website is high on the Google search list.



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## Visit Oconee SC Marketing Plan 2018

### Rebranding

- VisitOconeeSC
- Tag Line: Oconee, SC is a COOL Place to Play!
- URL secured
- Use existing Oconee “Rustic Elegance” brand
- Requires rebranding of website, email addresses, visitor guides, business cards
  - Website needs to be completely rebuilt
  - Email addresses cant be changed until either the existing URL has to be shutdown and a new URL (VisitOconeeSC.com) established on the host server (est. \$2,500) or build a new website with the URL (received quote for \$7,500 for complete rebranding).
- Requires change to corporate charter and Bylaws (Done)
- Requires Board approval (approved 11/14/17)
- Office needs new signage

### Target Markets

- Outdoors – Natural environment
  - Four lakes (Jocassee, Keowee, Hartwell, Tugalo)
  - Two rivers (Chattooga, Chauga)
  - Trails to 29 waterfalls
  - Over 100,000 acres of federally protected forests
- Outdoors - Adventure
  - White water rafting
  - Boating and recreational water activities
  - Hiking
  - Biking
  - Fishing
  - Fall Foliage
  - Zip Lines
- Culture
  - Museums
  - Arts
  - Music
  - Festivals & Events
- Agri-Tourism
  - U-Pick Orchards (Apples and Peaches)



- U-Pick Farms (Chattooga Belle Farm)
- Farmers Markets
- Foothills Farmstead
- Foothills Market Center

### **Social Media**

- Consider terminating the ITI Marketing contract and managing all SM in house. Current contract ends in June/2018.
  - All contracts with ITI have been cancelled, effective June 30, 2018.
- Management of social channels will be in-house.
  - Charlotte has met with ITI and other social experts and has become effective and managing social media.
  - Visit Oconee staff will develop social marketing strategies on a monthly basis
  - Overall social plan should be collectively managed by the Marketing Committee
- Alternative: bid out some or all of the services locally.
  - Received a proposal from Narrative Strategic Communications for annual and monthly communications strategies and content plan.
  - Per Meredith, we are in need fo "call to action" posts
- Work with local "ambassadors" and interns to embrace social media and collaborate on common tourism social media goals
- Primary Channels: FaceBook, YouTube, Pinterest, Instagram, Twitter (future: SnapChat).
- Videos will be a high priority with 15, 30, 45 and 60 second segments.
- Hash Tag consistency
  - #VisitOconeeSC
  - Also need hash tags that align with the marketing purpose (#VisitOconee1Day)

### **Track Marketing Results and Lead Conversions**

- Follow up on all requests for information with better strategic and easy to answer questions (How did you hear about us, when did you visit, etc.)
- Surveys (hotels, county and state parks, destinations)
- Ad coupons to businesses that advertise in our guide or website. Follow up and track results.
- Check-in and posting features on the Waterfall app
- Research and develop a plan for pulling better tracking results from social channels
- SEO reports
  
- *Timeline: Immediate*

### **Continue Printed Ads Where Applicable**

- SCPRT Annual Guide
- Discover Upcountry Annual Guide
- Southern Living (opportunity based)
- Blue Ridge Outdoors (pending decision of Marketing Committee)
- Tourism Advertising Grant (TAG) program run by SCPRT. CVB averages \$30,000 per year in grant funding for printed ads, TV, radio, bill boards. Operates on a fiscal calendar July – June.
  - TAG approved for 2018/2019 - \$39,000 (50/50 match)
  
- *Timeline: Ongoing*

### **Waterfall App**

- Currently rebuilding the app with VistiOconee brand
- Create a better hiking experience based on content that improves the level of experience required along with other indicators such as Family Oriented, Great Swimming Hole, Experienced Hikers Only, etc.
- *Timeline: Revised App to be completed by July/2018. Updates (images, video, content) to be added regularly.*

#### **Billboards (partner with businesses, Tim Todd)**

- Requires research and cost assessment
- Consider Digital signs
- Preferred locations: north bound I-85 from Atlanta placed prior to SC state line and south bound I-85 prior to Oconee exits.
- Qualifies for SCPRT TAG grant funding
- Partner with others to reduce costs (Wildwater, Discover Upcountry, Oconee County)
- *Timeline: Begin research and discovery in January.. If a decision is made to move forward, it will be done in the 2018/2019 fiscal year after approval of grant funding.*
- *Note: Doubtful this will get done this year unless we significantly modify the existing TAG plan.*

#### **Create Travel Agendas and Story Ideas**

- 1 – 5 day agendas for Oconee. Should also be categorized by age group or capabilities (ie, not everyone gets excited about white water rafting but they may enjoy a leisure boat ride on Jocassee).
- “Get Out of Greenville” blog
- Cheap things to do in Oconee
- Where to eat on Mondays
- Oconee Bell (Only place in the world!)
- 10 most common things that I forgot to bring
- Bad Creek facility built inside of a rock
- Content will be written by CVB staff
- Post on website, monthly news letters and daily social channels
- *Timeline: Many story ideas currently exist. Work with Charlotte, Chanda and other locals for ideas and story development. Begin planning and development immediately. Push stories to travel writers on file on a monthly basis.*

#### **Travel Writers**

- Continue developing travel writer data base (locally and abroad)
- Send story ideas weekly along with a link to the the story ideas on the web site (to be developed)
- Sponsor visits from at least 4 travel writers per year
- Continue involvement with SATW
- *Need PR on Palmetto Trail and Stumphouse Mountain Bike Park (after completion of Ph 2).*
- *Timeline: Ongoing*

#### **User Generated Content**

- Create a contest that ultimately drives users generated content
- Use hashtags throughout the contest

- Research other creative ideas to capture content
- Consider High School and local ambassadors
- *Timeline: Planning (Dec – Feb). Implementation (Mar)*

### **Local Partners and PR**

- Partner with Destination Oconee on strategic marketing messages
- Partner with local front line tourism businesses with a focus on similar branding, social content, brand, etc.
- Create entry point visitor information centers (ie, 1<sup>st</sup> Choice Realty Hwy 11).
- *Ambassadors program*
- *Timeline: Planning (Dec – Jan). Implementation (Feb)*

### **Greenville Area Marketing**

- Need a plan for creating a presence in Greenville.
- Talk to Chris Stone, REI, Academy, Gradys, bike shops, Elkmont
- Create unique tag lines (Oconee in one hour with a canned agenda, #MondayFunday, etc.)
- Categorical agendas (boating, fishing, hiking, etc.)
- Get info into the hotels
- Research other towns for guide placement (Simpsonville, Fountain Inn, Mauldin, etc.).
- *Timeline: Planning (Jan – Feb). Implementation (TBD – Spring 2018)*
- *Narrative Strategic Communications is located in Greenville and could be a great resource for this task.*

### **Gorilla Marketing in Greenville, Clemson and Other Local Areas**

- Objective: reach out to local and regional areas to create an increased presence of Oconee by front line “gorilla marketing” which may include handing out brochures and Think Oconee stickers and conduct brief surveys at Clemson football games, local festivals, etc.
- Engage with regional “focus groups” (Clemson students, young professionals, etc.)
- *Timeline: TBD*
- *Note: This is a low priority objective.*

### **Sales**

- Continue pursuit of sporting events through our state sports alliance affiliation
- Group sales with new hotels
- *Timeline: Ongoing*

### **Stumphouse Mountain Bike Park**

- Capitalize on the new park through strategic marketing directly to mountain bikers
- Work with the City of Walhalla to get the park’s website up and to develop and support their other marketing efforts (develop a marketing team to assist them?).
- Discuss opportunities and develop a short-term and mid-term plan with the Marketing Committee
- Quick hits:



- Fliers at Issaqueena Trails in Clemson and other regional trails
- Email distribution to Visit Oconee's existing list of bikers
- Fliers distributed to local and regional cycling and outdoors shops
- Capture images and video (Go-Pro) of existing riders and push through social channels (not just Visit Oconee, but other local organizations channels as well)

### **Palmetto Trail**

- Too soon to advertise due to incomplete status. However, we need to be proactive in planning.
- Possibly start developing "sneak preview" to generate excitement.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 06 2018**

THE FOOTHILLS FARMSTEAD  
158 GRANT ROAD  
WESTMINSTER, SC 29693-0000

Employer Identification Number:  
82-0943477  
DIN:  
26053488002497  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
March 10, 2017  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

This supersedes our letter dated April 5, 2017, which we issued with an incorrect Employer Identification Number (EIN). You should use the EIN listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,

Letter 947



THE FOOTHILLS FARMSTEAD

which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Director, Exempt Organizations  
Rulings and Agreements

2016-441 OCONEE

Doc ID: 004679700004 Type: DEE  
BK 2244 pg 75-78

FILED OCONEE COUNTY, SC  
ANNA K. DAWSON  
REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA

2017 FEB 14 P 4:19 TITLE TO REAL ESTATE

COUNTY OF OCONEE

B+C  
nk  
009904

KNOW ALL MEN BY THESE PRESENTS THAT, SCHOOL DISTRICT OF OCONEE COUNTY herein referred to as Grantor (See attached Name Affidavit) for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS to it paid by OCONEE COUNTY, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, OCONEE COUNTY, its heirs, successors, and assigns forever.

ALL those certain pieces, parcels or lots of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract #2, containing 29.423 acres, more or less, as shown on Plat of Survey prepared by Stephen Edwards, PLS #19881, dated 2-14-17, and recorded in Plat Book RS72, at Page 849, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description thereof.

A portion of said property being that conveyed to The Oconee County School Board by deed of Sara G Gable, individually and as Executor of the estate of James C Gambrell, Sr, Carole G Palmer, Gladys G Vaughn, and James C Gambrell, Jr, by instrument dated June 15, 1989 and recorded in Deed Book 585, page 274, records of Oconee County, South Carolina.

AND ALSO, a portion of said property being conveyed to The School District of Oconee County by deed of Fant J Honea dated March 12, 1977 and recorded in Book 12-R, page 68, records of Oconee County, South Carolina.

AND ALSO, a portion of said property being conveyed to the Trustees of Bethel School District No. 5 by deed of WS Shaw dated May 4, 1922 and recorded in Deed Book 3-R, page 72, records of Oconee County, South Carolina.

AND ALSO, a part of said property being a portion of that property conveyed to the Trustees of Oakway School District No. 5 by deed of Annie Haley Bearden dated June 19, 1944 and recorded in Deed Book 5-K, page 34, records of Oconee County, South Carolina.

AND ALSO, a portion of said property being conveyed to the Trustees of the School Board of Oconee County by deed of Harold B King dated June 25, 1953 and recorded in Book 6-U, page 24, records of Oconee County, South Carolina.

AND ALSO, a portion of said property being conveyed to The School District of Oconee County by deed of Billy J Hix dated June of 1965 and recorded in Book 9-Q, page 263, records of Oconee County, South Carolina.

TMS# 300-00-02-012

FOR OFFICE USE ONLY

FEB 15 2017

*[Signature]*  
Auditor, Oconee County S.C.

THIS PROPERTY DESIGNATED AS  
MAP SCD SUB AD BULK 02 PARC 012 CK  
ON OCONEE COUNTY TAX MAPS

*[Signature]*  
OCONEE COUNTY ASSESSOR

2016-441 OCONEE

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises, of record, including matters shown on recorded plats.

Grantee's Address: 415 S. PINE ST.  
WACHALLA, SC 29691

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, OCONEE COUNTY, its heirs, successors, and assigns forever.

AND THE GRANTOR, School District of Oconee County, does hereby bind the Grantor, and the Grantor heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, Oconee County, heirs, successors, and assigns, against Grantor and Grantor heirs, successors, and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our Hand and Seal this 14 day of February, in the year of our Lord 2017.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness

[Signature]  
Witness

School District of Oconee County

BY: [Signature]  
Dr Michael Thorsland, SDOC Superintendent

2016-441 OCONEE

STATE OF SOUTH CAROLINA            )  
  )    ACKNOWLEDGMENT  
COUNTY OF OCONEE                    )

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County by the Principals and was executed and acknowledged to be the free act and voluntary deed of the Principals.

WITNESS my signature this 14 day of February, 2017.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: 12-7-17

Prepared by Bagwell & Corley Law Firm, PC

NAME AFFIDAVIT

Seller: School District of Oconee County

Property: 171 School House Road  
Westminster, SC 29693

Words used in this Affidavit are defined below. Where the context requires, words in singular mean and include the plural and vice-versa.

“Seller” is School District of Oconee County, by Dr Michael Thorsland, SDOC Superintendent

“Purchaser” is Oconee County


“Security Instrument” means the Deed signed by Seller in favor of Purchaser, conveying the property to be insured to Purchaser.

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Seller, who upon being duly sworn on oath stated the following:

- 1. This is one and the same entity named in the Deeds of title for the property being conveyed.
- 2. This is one and the same entity as:

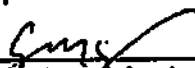
**SDOC, THE OCONEE COUNTY SCHOOL BOARD, THE SCHOOL DISTRICT OF OCONEE COUNTY, TRUSTEES OF THE SCHOOL BOARD OF OCONEE COUNTY, TRUSTEES OF OAKWAY SCHOOL DISTRICT #5, AND THE TRUSTEES OF BETHEL SCHOOL DISTRICT NO 5**

- 3. That Dr Michael Thorsland, as SDOC Superintendent also swears and affirm that he is the qualified representative to sign on behalf of said entity and that the signature below is my true and exact signature for execution of the Sale documentation.
- 4. I understand that this affidavit is given as a material inducement to cause Purchaser to buy said property from me and that any false statements, misrepresentations or material omissions may result in civil and criminal penalties.

  
 School District of Oconee County, by Dr Michael Thorsland, SDOC Superintendent

Subscribed and sworn before me on February 17, 2017

2017 FEB 17 P 19

  
 Notary Public in and for the State of South Carolina  
 (Seal) 12-7-17

FILED OCONEE COUNTY SC  
ANNA K. DANSON  
REGISTER OF DEEDS

**THOMAS C. ALEXANDER**  
SENATOR, OCONEE AND PICKENS COUNTIES

HOME ADDRESS:  
150 CLEVELAND DRIVE  
WALHALLA, SC 29691  
RESIDENCE: (864) 638-2153  
BUSINESS: (864) 638-2988  
DELEGATION: (864) 638-4237



SENATORIAL DISTRICT NO. 1

SENATE ADDRESS  
SUITE 313 GRESSETTE BLDG  
P O BOX 142  
COLUMBIA, SC 29202  
(803) 212-6220  
EMAIL: SLCICOMM@SCSENATE.GOV

November 29, 2018

Mr. Duane Parrish, Director  
SC Department of Parks, Recreation and Tourism  
1205 Pendleton Street  
Columbia, South Carolina 29201

Re: Foothills Farmstead  
Oconee County, Oakway, SC  
"Undiscovered SC" Grant

Dear Mr. Parrish:


I have been personally involved and interested in this great project in a perfect location in our community, and it gives me great pleasure to provide full support for a South Carolina Park, Recreational Tourism "Undiscovered SC" Grant for the Foothills Farmstead to be built in Oakway, South Carolina in Oconee County. The Farmstead will be a living-history, working farm the way it was back in the early 1900's.

It will encompass a total of 16 acres and will be historically accurate with authentic, original structures and equipment. The Farmstead has been a non-profit for almost 2 years now and has already gathered over 75 members. The organization has over 4, 800 followers on Facebook.

The Foothills Farmstead represents an excellent example of something for tourists to "see and do" while in town, and combined with other Oconee County heritage sites, can serve to attract visitors and put "heads in beds. While it seeks to attract visitors and their economic impact, it will enrich the lives of locals. Therefore, I fully support this endeavor and grant application.

Please do not hesitate to contact me should I be able to provide you with any additional information.

With kind regards,

  
Thomas C. Alexander  
Senate District 1

*Would appreciate  
this grant to help  
our area —  
Thank you*



May 9, 2018

158 Grant Road  
Westminster, SC 29693

TO WHOM IT MAY CONCERN:

Please consider Foothills Farmstead for any and all grants for which they qualify. I wholeheartedly endorse the activities of this very worthwhile organization.

It will be a living history of the farm life of the early 1900's. It will be historically accurate with original structures and equipment and will encompass 16 acres.

This organization will have the opportunity to expose this generation and those that follow to what life was like in an agricultural setting of our ancestors.

I hope you will thoughtfully consider their great request.

Sincerely,



Rep. Bill Sandifer





August 12, 2017

RE: The Foothills Farmstead, Oakway SC

To Whom It May Concern:

My name is Les McCall, Executive Director of Lake Hartwell Country, the regional tourism commission for the state of South Carolina covering Anderson, Oconee and Pickens counties. I am writing today in my capacity as head of an organization that markets and promotes the outdoor adventure, agritourism, and heritage tourism products of the region, in support of the Foothills Farmstead. It is my belief that the Foothills Farmstead is a project of value for Oconee County and the region, due to its potential impact on and augmentation of the Oconee County tourism product. The Foothills Farmstead represents an excellent example of something for tourists to "see and do" while in town, and combined with other Oconee County heritage sites, can serve to attract visitors and put "heads in beds."

Lake Hartwell Country regional tourism commission is also the proud owner and operating organization of the Bart Garrison Agricultural Museum of South Carolina, the state agricultural museum. In this capacity, we are doubly supportive of the Foothills Farmstead, as it also holds value as an agritourism site that seeks to educate and connect locals and visitors alike to the region's agrarian heritage. It is that dualistic approach that makes the Foothills Farmstead of such potential value; it seeks to attract visitors and their economic impact, as well as enrich the lives of locals. Thus, it is in the interests of this office to fully support this endeavor.

I may be reached at any time for further comment at [les@crownofthecarolinas.org](mailto:les@crownofthecarolinas.org) or 864-646-3782.

Sincerely,

Les McCall

Executive Director

Lake Hartwell Country - Regional Tourism Commission  
Bart Garrison Agricultural Museum of South Carolina

**Oconee County  
Administration**

June 15, 2018

*RE: Foothills Farmstead\_Oconee County, SC*

To Whom It May Concern:

I am writing this letter in support of the Foothills Farmstead and their endeavors to obtain grant funding for this very worthwhile project.

The farmstead, slated to be a living-history, working farm from the early 1900s will be on a 16-acre site near the Oakway community in Oconee County. The farm will be historically accurate with authentic, original structures and farm equipment. Because this project is so unique, the farmstead will have no adverse impact on similar facilities.

The Farmstead has been a non-profit organization for over a year, and has more than 50 members.

Oconee County supports this farmstead, as it is a "one of a kind" for our County, and will be an asset to our citizens and visitors for years to come.

Again, Oconee County supports the Foothills Farmstead and its vision.

Sincerely,



D. Richard Martin  
Interim Administrator

D. Richard Martin  
Interim  
Administrator  
Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
Phone: 864 638-4245  
Fax: 864 638-4246  
E-mail:  
rmartin@oconeesc.com

COUNTY  
COUNCIL

Edda Cammick  
Chairwoman  
District I

Wayne McCall  
District II

Paul Cain  
District III

Julian Davis, III  
Vice Chairman  
District IV

Glenn Hart  
Chairman Pro Tem  
District V





## SCHOOL DISTRICT OF OCONEE COUNTY

414 South Pine Street, Walhalla, South Carolina 29691

Phone: 864.886.4400 • Facsimile: 864.886.4408

[www.oconee.k12.sc.us](http://www.oconee.k12.sc.us)

April 24, 2018

To Whom It May Concern,

The Foothills Farmstead is planning to be a living-history, working farm to represent the way life in Oconee County was in the early 1900's. As the superintendent of the public school system in Oconee County, I am excited to think that our students will be able to do more than just read about life during that time period. Being able to see, hear and touch in person is always better than just watching a video or reading from a textbook. The Foothills Farmstead is being careful to be historically accurate with authentic buildings and equipment. What a great learning environment it will provide to Oconee County students!

As a not for profit organization, the Foothills Farmstead is now in the difficult stage of raising funds for this project. I fully support this project and encourage you to support the organization as they attempt to both create and preserve history. In my opinion, this project will have no adverse impact on similar facilities and it will be an asset to our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Thorsland".

Michael Thorsland  
Superintendent

MT/sg





## OCONEE CHAMBER

ADVOCATING BUSINESS, CULTIVATING COMMUNITY

To whom it may concern,

The Oconee County Chamber of Commerce is very supportive of the efforts being made by the Foothills Farmstead. The Foothills Farmstead is creating a working farm that is an excellent example of living history. It encompasses 16 acres of land in the Oakway community of Oconee County South Carolina. The farmstead will be historically accurate using authentic original structures and equipment. The farmstead will be a unique way of preserving the history of farming in the Upstate of South Carolina circa 1920.

The Foothills Farmstead group became a 501C3 over a year ago. Through outreach and use of the website [www.foothillsfarmstead.org](http://www.foothillsfarmstead.org) they have garnered over 50 members. The Foothills Farmstead is an active member of the Oconee County Chamber. The Foothills Farmstead will have no adverse impact on similar facilities in the Upstate. It will definitely be a "one of a kind"! Please consider any form of assistance that can be given to this worthwhile cause that will continue to help future generations.

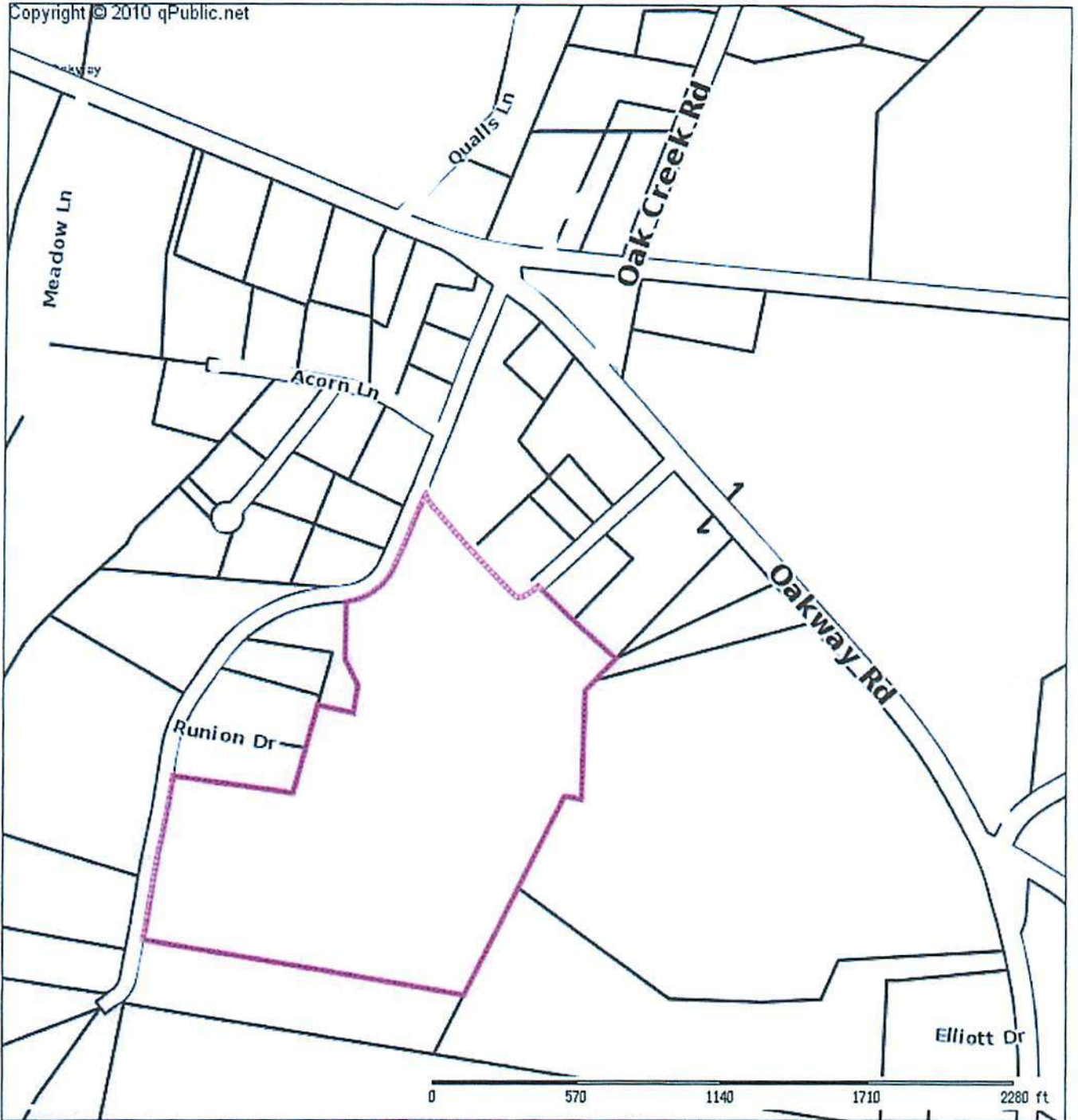
Thank you,

A handwritten signature in blue ink that reads "Sandra B. Powell". The signature is fluid and cursive.

Sandra Powell

Oconee Chamber of Commerce

Westminster Administrator



Oconee County Assessor	
Parcel: 300-00-02-031 Acres:	
Name:	Land Value:
Site:	Improvement Value:
Sale:	Accessory Value:
Mail:	Total Value:



Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll.  
 Date printed: 11/06/18 : 08:13:29





**bluestem**  
LANDSCAPE DESIGN LLC

100 N. 7th  
LANSING, MI 48209  
PH: (313) 487-1234  
WWW.BLUSTEMLLC.COM

PROJECT:

DATE:

### FOOTHILLS FARMSTEAD

OWNER:

ARCHITECT:

DATE: December 14, 2017  
Revised: March 13, 2018

DRAWN BY:

DESIGN BY:

HORIZONTAL SCALE:  
1" = 40' "

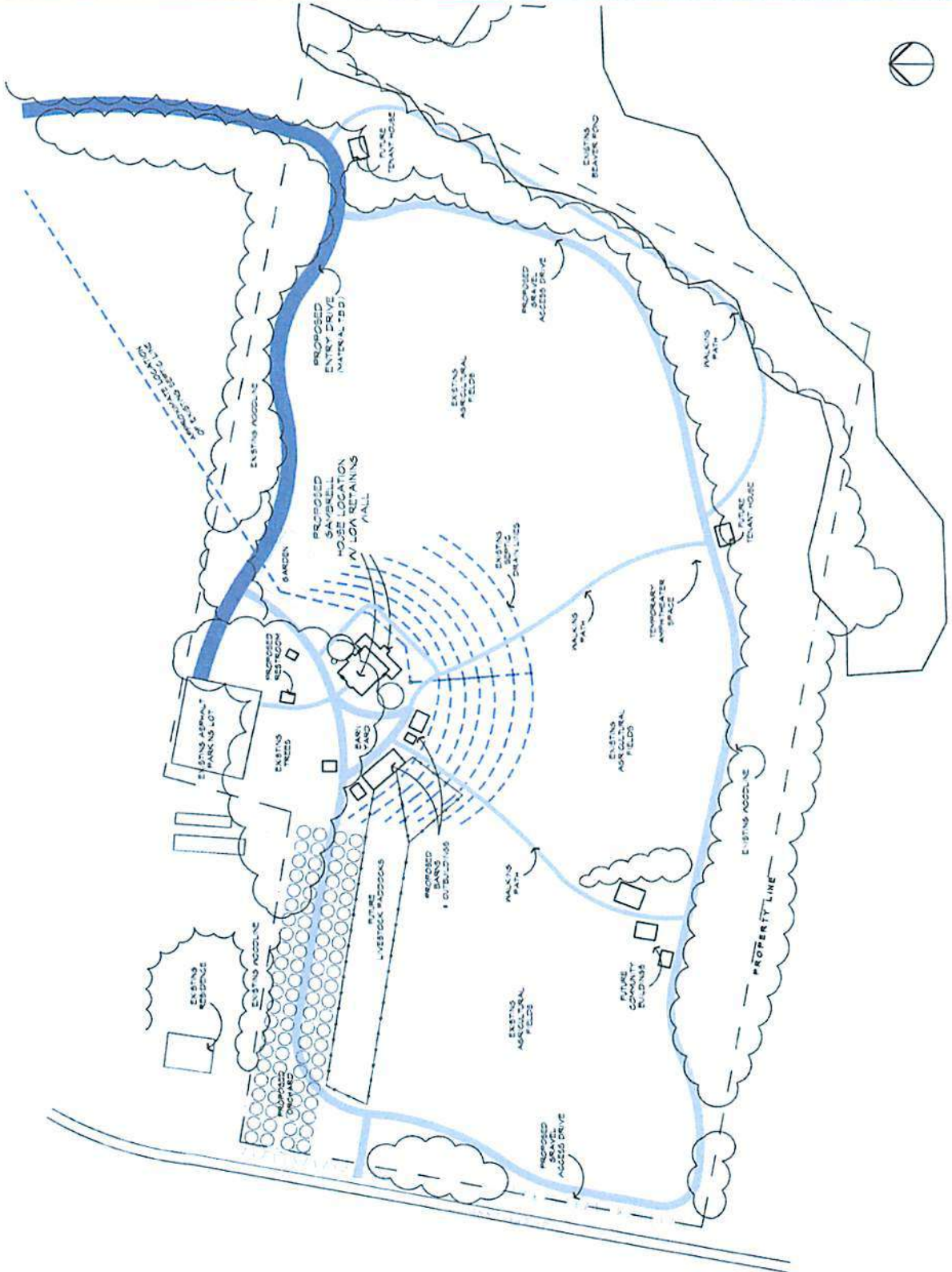
VERTICAL SCALE:  
1" = 4' "

PROPOSED SITE PLAN

PROJECT NUMBER:

L-1

DATE:



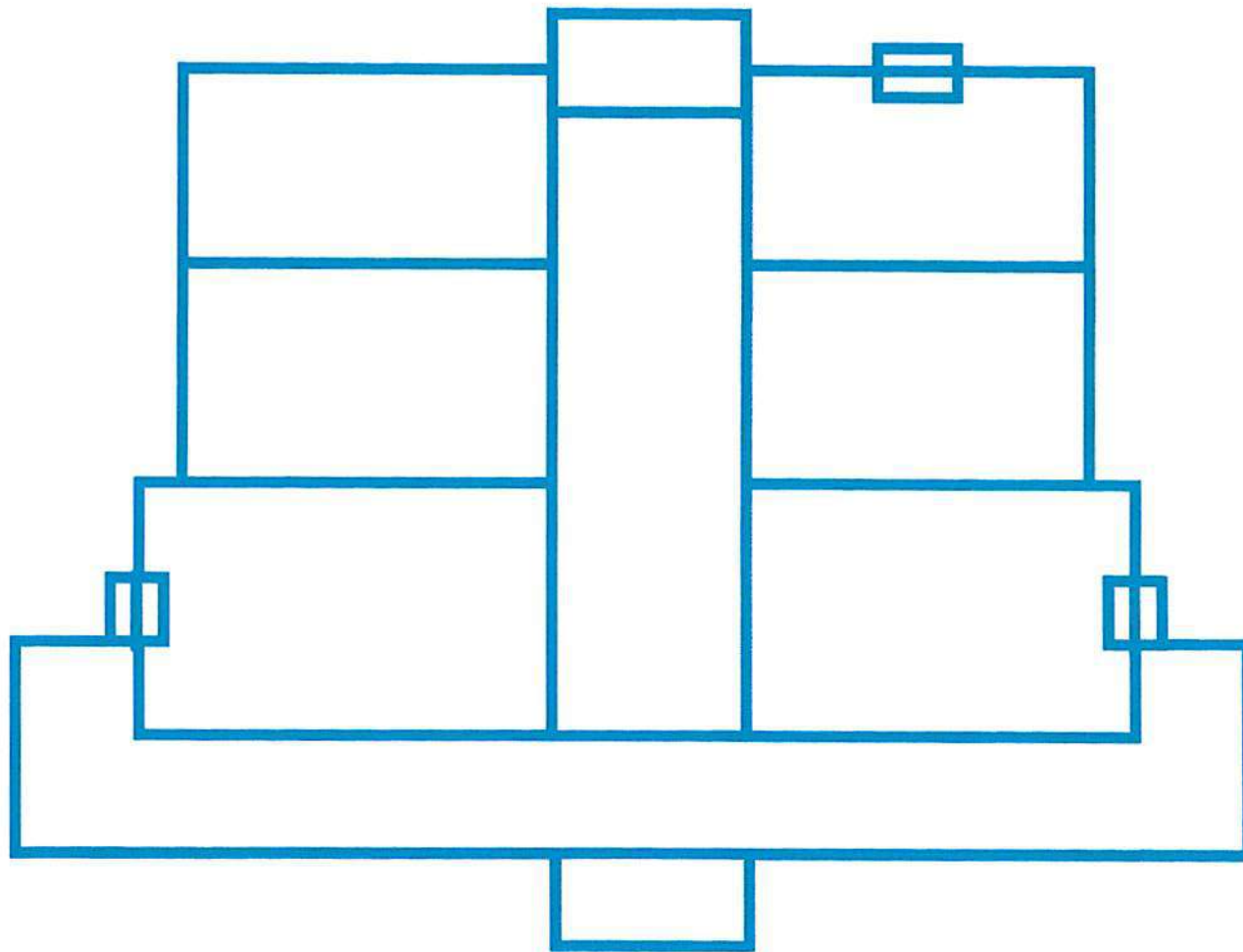


**Main Farmhouse**



This house (c.1875) is currently being relocated to serve as the main farmhouse of the Foothills Farmstead in Oakway, SC (near Westminster, SC). The one story, 6-room house with wrap-around porch will be the centerpiece of the Foothills Farmstead (see site plan). The house has now been completely disassembled and sits in dry, secure storage 6 miles from the farmstead site. The grant request is to reassemble this house.





(Floor Plan of the Main Farmhouse)

— *The* —  
**FOOTHILLS**  
FARMSTEAD  
c.1925



  
**bluestem**  
LANDSCAPE ARCHITECTS



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE:** July 16, 2019

**COUNCIL MEETING TIME:** 6pm

**ITEM TITLE OR DESCRIPTION:**

Memorandum of Agreement-New Voting System Acceptance. (Paper based voting system S. 374 Sponsor-Senator T. Alexander, Oconee)

**BACKGROUND OR HISTORY:**

Statewide Implementation of New Voting System. \$60 million appropriation funded by the General Assembly. Oconee County Asset Value to receive \$972,283. Extended Hardware Warranty with biennial maintenance. Firmware License, Software License are **not new. We are already doing this.** Delays to returning this agreement could impact delays in training and costs to counties.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

It is clear there is a lot of confusion and misinformation circulating concerning the new voting system and the "Memorandum of Agreement". It is my position that South Carolina voters both deserve and need this new voting system. Transfer of voting equipment ownership, hardware/software maintenance, inventory control, physical, and cyber security, asset management, and storage, are NOT new concepts or requirements for any of the 46 jurisdictions in our state. While we support review of all agreements to be entered into, we believe that the procurement process was followed openly, fairly and that the project plan should not be delayed; to do so may lead to many other negative variables yet unknown.

**Time is of the essence.** Removal of old equipment is scheduled for the week of July 15-19. Delivery of new equipment is scheduled for July 23-34.

Elections using the new system begin with our Municipal Elections in November 2019 and going forward from that point. We must train internally, as well as poll workers, and inform the public/voters

**STAFF RECOMMENDATION:**

Approve Ms. Brock's signature to the Memorandum of Agreement

**FINANCIAL IMPACT:**

Annual maintenance cost will only increase by \$7,155.

**ATTACHMENTS:**

- A- Letter from Marci Andino, Executive Director, SC State Election Commission
- B- Memorandum of Agreement
- C- Oconee County Asset Value
- D- Oconee County Voting System Maintenance Cost

Submitted or Prepared by:

  
(Department Head/Elected Official)

Approved By:

  
Amanda F. Brock  
Oconee County Administrator

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Other

C: Clerk to Council



June 21, 2019

Joy Scharich, Director  
Oconee County Board of Voter Registration & Elections  
415 South Pine St., Room 101  
Walhalla, SC 29691

Dear Joy:

I am pleased to announce the State of South Carolina has awarded a contract to Election Systems and Software (ES&S) for a statewide paper-based voting system solution to replace the current paperless system. A lot has changed since we purchased our first statewide voting system in 2004. Providing for the security and resiliency of our elections is essential to maintaining the public's confidence in the electoral process and has never been more important than it is today. This was underscored by the Department of Homeland Security's designation of election systems as part of our nation's critical infrastructure in January 2017

Providing for secure elections in South Carolina is a cooperative effort between the state and counties. The attached agreement memorializes each individual county's commitment to collectively ensure the security and integrity of elections in South Carolina through the implementation of the new statewide voting system. In addition to ensuring the provision and support of elections required by state law, this agreement provides a mechanism for each county to express its commitment to meeting certain baseline standards in securing and maintaining the state's critical election infrastructure.

Once the attached agreement is executed, ownership of the voting system will be transferred to the county. Delivery of the new voting equipment to each county is scheduled to begin during the week of July 22nd. The contract for the new system covers the purchase price of new equipment, including shipping and installation.

Every precinct will receive:

- a number of ExpressVote Ballot Marking Devices (at least two per precinct each with carrying case, privacy panels, backup battery, ADA keypad and headphones, and memory device)
- one DS200 Precinct Scanner and Tabulator (with ballot box, backup battery, and memory device)

COMMISSIONERS

JOHN WELLS  
Chairperson

CLIFFORD J. EDLER

HAROLD E. FAUST

AMANDA LOVEDAY

SCOTT MOSELEY

---

MARCI ANDINO  
Executive Director

---

1122 Lady Street  
Suite 500  
Columbia, SC 29201

P.O. Box 5987  
Columbia, SC 29250

803.734.9060  
Fax 803.734.9366  
www.sevotes.org

Each county will also receive:

- one or more DS200 or DS450 Central Count Tabulators for scanning absentee-by-mail ballots
- one ballot on-demand printer
- one Election Management System Reporting Workstation

The approximate number of each of voting system asset allocated to the County and the value of each asset are detailed in an attachment to this letter.

Also covered under the contract are all hardware warranties, maintenance costs, firmware and software licensing fees for the first year of the contract. User training and on-site election support will be provided for all elections held through the 2020 General Election, as well as some other elections as may be determined appropriate prior to 2020. Maintenance costs and licensing fees are also detailed in an attachment to this letter.

Please do not hesitate to contact me if you have any questions about the new voting system solution.

Sincerely,



Marci Andino

/mba

Attachment(s)

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (Agreement) is entered by and between the South Carolina State Election Commission (SEC) and both the governing body and the Board of Voter Registration and Elections of \_\_\_\_\_ County (County).

### **1. PURPOSE**

To set forth the terms and conditions under which the SEC will deliver and transfer to County its respective allotment of equipment, hardware, software, and other components of the new statewide voting system (Voting System Components) procured pursuant to Contract Number 4400021704 awarded to Election Systems & Software (Vendor).

### **2. TERMS OF AGREEMENT**

#### **A. SEC Responsibilities**

1. SEC will determine the amount of Voting System Components allotted to County taking into consideration the number of registered electors in County, the amount and types of components of the current voting system used by County, and five percent growth in the County, among other things.
2. SEC will instruct Vendor to deliver to County its allotted Voting System Components beginning the week of July 22, 2019.

#### **B. County Responsibilities**

1. County will assume title, ownership, and custody of the Voting System Components upon delivery and acceptance of said components.
2. County will continue to properly account for all Voting System Components in asset management, including the acquisition of any additional components regardless of whether purchased by County, SEC, or otherwise.
3. County will assume liability and responsibility for the maintenance, repair, and working condition of the Voting System Components, including:
  - a. Contracting with Vendor annually for extended warranty and maintenance coverage for hardware beginning July 1, 2020 and continuing each year thereafter for as long as the new Statewide Voting System is approved for use in the state by the SEC.
  - b. Contracting with Vendor annually for all necessary firmware and software licenses beginning July 1, 2020 and continuing each year thereafter for as long as the new Statewide Voting System is approved for use in the state by the SEC.

- c. Contracting with Vendor for optional election-day support services, if County elects to do so, beginning after the November 2020 General Election.
4. County will provide for the safe and proper storage and care of the Voting System Components in a suitable location or locations.
5. County will provide adequate storage security measures including restricted access, access logs and, if feasible, exterior and interior video camera monitoring.
6. County will designate and provide adequate polling places for the use of such Voting System Components.
7. County will provide any necessary polling place items necessary for the proper conduct of elections including, without limitation:
  - a. Tables for ballot marking devices.
  - b. Voting booths or privacy panels for hand-marked paper ballots (emergency ballots).
7. County will turn over all iVotronic voting machines, M100 and M650 scanners, communication packs, and other peripherals (e.g., flash cards and PEBs) to vendor for disposal at an appropriate time as determined and approved by SEC.
8. County will protect and maintain the confidentiality of all security-related information and sensitive proprietary information concerning the Voting System Components.

### **3. EXECUTION**

Prior to receiving any Voting System Components, this Agreement must be executed and signed by one official on behalf of the County's governing body and one official on behalf of the County's Board of Voter Registration and Election. Each official must be designated and authorized by the respective body to confirm that any and all the above requirements and responsibilities of the County have been or will be met, as appropriate.



\_\_\_\_\_  
**Marci Andino, Executive Director  
S.C. State Election Commission**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
*Signature of Authorized County Official*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
*Signature of Authorized Board Official*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## Oconee County: Voting System Assets

216 ExpressVote Ballot Marking Devices @ \$3,518/ea.	\$759,888
36 DS200 Tabulators @ \$5,750/ea.	\$207,000
DS450 Tabulator(s) @ \$49,950/ea.	\$0
1 Ballot On Demand Printer @ \$2,735/ea.	\$2,735
1 ElectionWare Workstation Software @ \$2,660/ea.	\$2,660

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Total \$972,283

## Oconee County: Voting System Maintenance Cost

33 DS200 Scanner for Election Day - Extended Hardware Warranty with Biennial Maintenance @ \$130/ea.	\$4,290.00
3 DS200 Scanner for Absentee and Early Voting - Extended Hardware Warranty with Biennial Maintenance @ \$130/ea.	\$ 390.00
0 DS450 Central Scanner - Extended Hardware Warranty with Biennial Maintenance @ \$1,895/ea.	
216 ExpressVote Ballot Marking Device with Soft-Sided Case - Extended Hardware Warranty @ \$40/ea.	\$8,640.00
33 DS200 Scanner for Election Day - Firmware License @ \$80/ea.	\$2,640.00
3 DS200 Scanner for Absentee and Early Voting - Firmware License @ \$80/ea.	\$ 240.00
0 DS450 Central Scanner - Firmware License @ \$1,575/ea.	
216 ExpressVote Ballot Marking Device with Soft-Sided Case - Firmware License @ \$55/ea.	\$11,880.00
1 ElectionWare Software License @ \$5,045/ea.	\$5,045.00

---

Total Annual Cost \$33,125.00

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 16, 2019

## ITEM TITLE:

**Title:** Goodyear Tires from State Contract      **Department(s):** Vehicle Maintenance & Quarry      **Amount:** \$90,000.00 (Estimated)

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.  
Budget: 90,000      Project Cost: 90,000

Finance Approval: \_\_\_\_\_  
**Balance:** 0.00

*Audate Price*

## BACKGROUND DESCRIPTION:

In August of 2014, Council approved the purchase of Goodyear tires as needed from Super Service Tire and Alignment of Walhalla, SC, not to exceed \$90,000 for FY 2014-2015 through FY 2018-2019. Vehicle Maintenance and the Quarry purchase tires as needed for County vehicles such as, but not limited to, police pursuit tires for law enforcement vehicles, auto radial for passenger vehicles and light/medium radial for trucks. This previous Council approval expired at the end of FY 2018-2019. Staff is now requesting approval for an additional five years, as long as all purchases for Goodyear tires are in accordance with the awarded State Contract for each future fiscal year and amounts do not exceed amount budgeted for tires.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The SC Materials Management Office awarded the current SC Contract # 4400012720 to a list of vendors statewide for the purchase of Goodyear tires. The discount is 28% – 51% off list price depending on the type of tire. There is only one state contract awarded vendor located within Oconee County, Super Service Tire and Alignment in Walhalla. Therefore the County has selected Super Service Tire and Alignment as our state contract vendor for Goodyear tires. Super Service delivers the tires at no charge and also stocks a large inventory of Goodyear tires.

## ATTACHMENT(S):

1. State Contract with List of Goodyear Distributors

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

- 1) Approve the purchase of Goodyear tires as needed from Super Service Tire & Alignment of Walhalla, SC for an estimated amount of \$90,000 for fiscal year 2019-2020
- 2) Allow the County Administrator to approve future purchases from state contract for the next five year period or through FY 2023-2024, as long as all purchases for Goodyear tires are in accordance with the State Contract award and amounts do not exceed amounts budgeted for tire purchases.

Submitted or Prepared By: *Tronda C. Popham*  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



Rob Malpass  
 Email: [Remalpass@mmo.sc.gov](mailto:Remalpass@mmo.sc.gov)  
 Telephone: (803) 737-5769

Materials Management Office  
 1201 Main Street Suite 600  
 Columbia, SC 29201

Date: 04/10/2019

## GOODYEAR

**Contract #: 4400012720**

**Vendor: 7000041671**

**The Goodyear Tire & Rubber Company**  
**200 Innovation Way**  
**Akron, OH 44316**  
**Contact: Jeff Goodenow**

**Phone: (330) 796-4352**

**Email: [Jsgoodenow@goodyear.com](mailto:Jsgoodenow@goodyear.com)**

[Goodyear Distributor List](#)

[Goodyear Price list](#)

Tires by category	<u>Lot 1</u> Police Pursuit	<u>Lot 2</u> Auto Radial	<u>Lot 3</u> Light Truck Radial	<u>Lot 4</u> Light Truck	<u>Lot 5</u> Medium Truck Radial	<u>Lot 6</u> Medium Truck Bias	<u>Lot 7</u> Off-Road Radial	<u>Lot 8</u> Off-Road Bias	<u>Lot 9</u> Farm/Specialty
Discount to be deducted off manufacturer's price list	<b>50% Goodyear</b>	<b>48%-Goodyear</b>	<b>50% Goodyear</b>	<b>No Bid</b>	<b>51% Goodyear 51% Dunlop</b>	<b>No Bid</b>	<b>28% Goodyear 28% Dunlop</b>	<b>28% Goodyear</b>	<b>No Bid</b>
Delivery charge (6 tires or less)	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00		Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00		Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	Less than 50 miles from shipping point, \$5.00. Greater than 50 miles from shipping point \$10.00	

SC State Contract # 4400012720  
Goodyear Tire Vendor List

DEALER NAME	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME
A-1 TIRE OF ABBEVILLE LLC	63 HWY 72 W	ABBEVILLE	SC	29620	(864) 366-8471	(864) 366-8471	ROBERT L JORDAN
ABBEVILLE TIRE INC	844 EAST GREENWOOD ST	ABBEVILLE	SC	29620	(864) 366-8473		BRADLYN YODER
AIKEN DISCOUNT TIRE	1104 RICHLAND AVE	AIKEN	SC	29801-4761	(803) 642-6349	(803) 642-0643	WALLACE KITCHINGS
GOODYEAR AUTO SERVICE CENTER	206 Eastgate Drive	Aiken	SC	29803-7683	(803) 644-7000	(803) 792-4673	DM: Bill Obermeier
PERFORMANCE TIRE & AUTO	3435 CLEMSON BLVD	ANDERSON	SC	29621	(864) 231-8473	(864) 224-5989	BOB ROOT-PRESIDENT
WESTAR TIRE & ALIGNMENT	715 N MURRAY AVE	ANDERSON	SC	29625	(864) 224-2248	(864) 224-5721	RAPLH P MOORE-PRESIDENT
AYNOR TIRE MART	605 ELM STREET	AYNOR	SC	29511	(843) 358-6837	(843) 358-0437	MAXIE CARMICHAEL-CO OWNER
GOODYEAR AUTO SERVICE CENTER	199 Parris Island Gateway	Beaufort	SC	29906-4247	(843) 379-6770	(864) 751-5725	DM: Bill Obermeier
BISHOPVILLE PARTS, INC.	204 GREGG ST.	BISHOPVILLE	SC	29010	(803) 484-6932	(803) 484-4352	DANNY PRICE
GOODYEAR AUTO SERVICE CENTER	101 Barrel Landing Road	Bluffton	SC	29909-4683	(843) 705-4683	(864) 751-5760	DM: Bill Obermeier
GOODYEAR COMMERCIAL TIRE & SERVICE CENTER	2052 HOMESTEAD RD.	BOWMAN	SC	29018	(803) 829-2657	(803) 829-2747	
FLEET TRUCK REPAIR	2326 CHARLESTON HWY	CAYCE	SC	29033	(803) 739-6549	(803) 796-0224	DWAYNE MORITZ-OWNER
GERALDS TIRE & BRAKES	2868 BIRD ST-PO BOX 71245	CHARLESTON	SC	29415	(843) 747-3320	(843) 566-1900	HOWARD W WATTS PRESIDENT
GOODYEAR AUTO SERVICE CENTER	3470 Shelby Ray Court	Charleston	SC	29414-5838	(843) 763-7438	(864) 751-5787	DM: Bill Obermeier
HAY TIRE COMPANY INC	444 SAVANNAH HIGHWAY	CHARLESTON	SC	29407	(843) 556-8473	(843) 763-3836	DAVID M HAY
HILL TIRE & AUTO CENTER INC	7120 RIVERS AVE	CHARLESTON	SC	29406	(843) 572-5400	(843) 572-5403	KEN HILL-PRESIDENT
TREAD QUARTERS	1754 SAM RITTENBERG BLVD.	CHARLESTON	SC	29407	(843) 763-0074	(585) 647-6401	
WILLIAMS TRUCK TIRE CENTER	3995 DORCHESTER RD	CHARLESTON	SC	29405	(843) 554-0700	(843) 554-1334	JOHN H WILLIAMS-PRESIDENT
JOE'S TRUCK & AUTO	2581 LANCASTER HIGHWAY	CHESTER	SC	29706	(803) 581-5720	(803) 581-7365	JOE STEPHENSON-OWNER
FUNDERBURKS	1318 WEST MAIN ST	CHESTERFIELD	SC	29709	(843) 623-7610	(843) 623-3994	ROBERT FUNDERBURK-OWNER
CLINTON TIRE SERVICE	614 MUSGROVE ST	CLINTON	SC	29325	(864) 833-4977	(864) 833-5523	RONNIE JONES
PALMETTO CHROME & TRUCK SERVICE	163 COMMERCE AVE	CLINTON	SC	29325	(864) 833-3712	(864) 286-8209	THAD MCCORD-OWNER
BOYD TIRE INC	110 N MAIN ST	CLOVER	SC	29710	(803) 222-3231	(803) 224-6169	WILLIAM BOYD
BEST ONE TIRE & SERVICE	2708 SHOP RD	COLUMBIA	SC	29209	(803) 741-5110	(803) 741-5088	MARC RUFFER-MGR
COLUMBIA AUTO SERVICE	111 PLUMBERS RD	COLUMBIA	SC	29203	(803) 735-8052		DANNY P LYELL-PRES
FRANKS DISCOUNT TIRE	4430 HARDCRABBLE RD	COLUMBIA	SC	29229	(803) 356-8473	(803) 356-2950	FRANK WILLIAMSON
FRANKS DISCOUNT TIRE	1233 BLUFF RD	COLUMBIA	SC	29201	(803) 834-5518	(803) 834-5759	FRANK WILLIAMSON - PRESIDENT
FRASIER TIRE	1613 BLUFF RD	COLUMBIA	SC	29201	(803) 254-5087	(803) 254-9076	
GOODYEAR AUTO SERVICE CENTER	4520 St Andrews Road	Columbia	SC	29210-4100	(803) 772-1343	(864) 751-5716	DM: Bill Obermeier
GOODYEAR AUTO SERVICE CENTER	2105 Clemson Road	Columbia	SC	29229-8021	(803) 699-1711	(864) 751-5369	DM: Bill Obermeier
GOODYEAR AUTO SERVICE CENTER	1400 Gervais Street Suite 2	Columbia	SC	29201-3306	(803) 799-5950	(803) 753-9785	DM: Bill Obermeier
GOODYEAR AUTO SERVICE CENTER	141 Harbison Blvd	Columbia	SC	29212-2215	(803) 732-9522	(803) 753-9729	DM: Bill Obermeier
GOODYEAR AUTO SERVICE CENTER	6204 Garners Ferry Road	Columbia	SC	29209-1403	(803) 695-5140	(803) 753-9354	DM: Bill Obermeier
GOODYEAR AUTO SERVICE CENTER	4530 Forest Drive	Columbia	SC	29206-3107	(803) 782-5005	(803) 462-4275	DM: Bill Obermeier
NUTTALL TIRE & BATTERY	2405 MILLWOOD AVENUE	COLUMBIA	SC	29205	(803) 254-7988	(803) 799-5110	STEPHEN NUTTALL-PRESIDENT
SPRING VALLEY GOODYEAR	9812 TWO NOTCH RD	COLUMBIA	SC	29223	(803) 736-9143	(803) 736-9143	ROY STEVENS-PRESIDENT
TREAD QUARTERS	828 DUTCH SQUARE BLVD.	COLUMBIA	SC	29210	(803) 772-8760	(585) 647-6401	
BEST ONE TIRE & SERVICE	906 E HIGHWAY 501	CONWAY	SC	29526	(834) 488-3103	(843) 234-3118	BROOKS SWENTZEL - OWNER
BLACKS TIRE SERVICE	1501 3RD AVE	CONWAY	SC	29526	(843) 248-2835	(843) 248-2696	RICKY BENTON-V PRES
MASON TIRE & AUTO SERVICE INC	1700 HWY 544	CONWAY	SC	29526	(843) 349-0122	(843) 349-0140	JOE MASON JR-PRES
BLACKS TIRE SERVICE	208 N MCARTHUR AVE	DILLON	SC	29536	(843) 774-7391		RICKY BENTON JR-PRESIDENT
TA DEALER	1 85 & SC R 290	DUNCAN	SC	29334	(864) 433-0711		
CAROLINA AUTOMOTIVE SERVICE OF THE UPSTATE	6031 CALHOUN MEMORIAL HWY	EASLEY	SC	29640	(864) 859-8081	(864) 859-0040	RICH OTOSKI
GOODYEAR AUTO SERVICE CENTER	114 Rolling Hills Circle	Easley	SC	29640	(864) 859-8320	(864) 751-5787	DM: Lenny Mullen Jr
GWINN'S TIRE & ALIGNMENT	435 GENTRY MEMORIAL HWY	EASLEY	SC	29640	(864) 859-3671	(864) 306-0290	ROBERT A GWINN
ROOT'S TIRE & AUTO SERVICE	6804 CALHOUN MEMORIAL HWY	EASLEY	SC	29640	(864) 306-6901	(864) 306-6902	BOB ROOT-PRESIDENT
DR TIRE INC	565 RAILROAD AVE SE	ESTILL	SC	29918	(803) 625-2201	(803) 625-2182	JOE M BOSTICK III-PRESIDENT
BEST ONE TIRE & SERVICE	2959 W BLACKCREEK RD	FLORENCE	SC	29501	(800) 849-7871	(843) 678-4130	BROOKS SWENTZEL - OWNER
BLACKS TIRE SERVICE	1705 E PALMETTO ST	FLORENCE	SC	29506	(843) 669-2233	(843) 669-0673	RICKY BENTON JR-PRESIDENT
BLACKS TIRE SERVICE	620 NORTH COIT ST	FLORENCE	SC	29501	(843) 678-4124	(843) 678-4120	RICKY BENTON-PRESIDENT
BLACKS TIRE SERVICE	2299 SOUTH IRBY ST	FLORENCE	SC	29501	(843) 678-4112	(843) 678-4114	RICKY BENTON-PRESIDENT
BLACKS TIRE SERVICE	2610 WEST PALMETTO ST	FLORENCE	SC	29501	(843) 676-9060	(843) 676-0644	RICKY BENTON-PRESIDENT
KILLIAN TIRE SERVICE	1946 W EVANS ST	FLORENCE	SC	29502-5855	(843) 661-0191	(843) 665-1879	PHILLIP G KILLIAN



SC State Contract # 4400012720  
Goodyear Tire Vendor List

DEALER NAME	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME
TREAD QUARTERS	2180 WEST PALMETTO STREET	FLORENCE	SC	29501	(843) 629-9600	(585) 647-6401	
WHEEL COUNTRY TIRE	294 W PALMETTO STREET	FLORENCE	SC	29501	(843) 665-6940	(843) 665-6942	EDDIE SPRINGS - PRESIDENT
M & M GARAGE MUFFLER & TIRE	5453 PRIVETTE DR	FORT LAWN	SC	29714	(803) 872-4263	(803) 872-4227	MEL PRIVETTE-OWNER
GOODYEAR AUTO SERVICE CENTER	1790 HWY 160	FORT MILL	SC	29708	(803) 547-8088	(803) 547-8091	
GOODYEAR AUTO SERVICE CENTER	9798 Charlotte Highway	Fort Mill	SC	29707-7115	(803) 548-3700	(803) 753-9308	DM: Jeremy Barnett
PERFORMANCE AUTO OF GAFFNEY	1125 NORTH LOGAN ST	GAFFNEY	SC	29341	(864) 489-7553	(864) 489-7584	WARREN HARRISON-OWNER
VIC'S TIRE & AUTO SERVICE	120 E FREDERICK ST	GAFFNEY	SC	29340	(864) 489-4736	(864) 489-3969	SCOTTY MULLINAX
SOUTHERN DIESEL REPAIR	225 BELLINGER LANE	GASTON	SC	29053	(803) 755-9888	(803) 791-4939	DAVID MCGEE-MEMBER
HILL TIRE & AUTO CENTER INC	2719 HIGHMARKET ST	GEORGETOWN	SC	29440	(843) 546-4196	(843) 527-7987	KEN HILL-PRESIDENT
TREAD QUARTERS	1205 N. FRASER STREET	GEORGETOWN	SC	29440	(843) 546-4108	(585) 647-6401	
TRUCK STOP 44	2120 POND BRANCH RD	GILBERT	SC	29054	(803) 657-5542		JOE SHEALY-OWNER
TREAD QUARTERS	431-D ST. JAMES AVENUE	GOOSE CREEK	SC	29445	(843) 572-0055	(585) 647-6401	
TREAD QUARTERS	106 S. GOOSE CREEK BLVD.	GOOSE CREEK	SC	29445	(843) 818-0998	(585) 647-6401	
ADVANCE TIRE COMPANY	3111 AUGUSTA ST	GREENVILLE	SC	29605	(864) 232-5931	(864) 232-7023	KEVIN HAWKINS
GOODYEAR AUTO SERVICE CENTER	2407 Wade Hampton Blvd	Greenville	SC	29615-1145	(864) 292-0471	(864) 751-5817	DM: Lenny Mullen Jr
GOODYEAR AUTO SERVICE CENTER	114 Milestone Way	Greenville	SC	29615-5065	(864) 288-9904	(864) 751-5808	DM: Lenny Mullen Jr
GOODYEAR AUTO SERVICE CENTER	420 Haywood Road	Greenville	SC	29607-4303	(864) 234-0340	(864) 751-5807	DM: Lenny Mullen Jr
SMITH DAVIDSON TIRE & AUTOMOTIVE	1168 WOODRUFF RD.	GREENVILLE	SC	29607	(864) 281-0590		ANDY RIDGEWAY-V PRES
TREAD QUARTERS	3110 N. PLEASANTBURG DRIVE	GREENVILLE	SC	29609	(864) 271-0071	(585) 647-6401	
ABBEVILLE TIRE INC	1413 HWY 72 WEST	GREENWOOD	SC	29649	(864) 223-5823		BRADLYN YODER
GOODYEAR COMMERCIAL TIRE & SERVICE CENTER	2453 S HWY 14	GREER	SC	29650	(864) 877-1863	(864) 877-1963	
TIRES UNLIMITED AUTOMOTIVE SERVICE	200 W WADE HAMPTON BLVD	GREER	SC	29650	(864) 877-6263	(864) 877-3302	B SCOTT STREETMAN-PRESIDENT
COMPLETE AUTO & TIRE	1635 S FIFTH ST	HARTSVILLE	SC	29550	(843) 498-6242	(843) 498-6756	PERRY D BAREFOOT-OWNER
GAINEY'S TIRE AND LUBE	538 LAKEVIEW BLVD	HARTSVILLE	SC	29550	(843) 383-0576	(843) 383-9196	SAM GAINEY-OWNER
TIRE REPAIR CENTER INC	1173 GARDNER BLVD	HOLLY HILL	SC	29059	(803) 496-5521	(803) 496-9002	GEORGE L JOHNSON - CEO
SKINNER TIRE SERVICE & SALES	2720 HWY 292	INMAN	SC	29349	(864) 599-0026	(864) 599-0076	LARRY W TOMLIN - OWNER
TREAD QUARTERS	1308 FOLLY ROAD	JAMES ISLAND	SC	29412	(843) 762-5700	(585) 647-6401	
RANDY'S AUTO REPAIR CENTER INC	324 W MAIN STREET	LAKE CITY	SC	29560	(843) 374-2880	(843) 374-2881	RANDY BALTON - PRESIDENT
GOODYEAR AUTO SERVICE CENTER	5154 Charlotte Highway	Lake Wylie	SC	29710-8099	(803) 831-7750	(864) 751-5387	DM: Jeremy Barnett
BUD'S TIRE LLC	2730 PAGELAND HWY	LANCASTER	SC	29720	(803) 286-6112	(803) 286-6113	JOSHUA BAILEY
CATAWBA TIRE CO INC	609 S MAIN STREET	LANCASTER	SC	29720	(803) 283-3866		BRIAN CASEY - PRESIDENT
CODY TIRE INC	816 S MAIN ST	LANCASTER	SC	29720	(803) 283-3300	(803) 283-3228	JERRY FAULKENBERRY
DAY STAR TRK & TRL REPAIR LLC	1908 TWO NOTCH RD	LEXINGTON	SC	29073	(803) 359-0888	(803) 359-9620	FRANK TOWNSEND - PRESIDENT
FRANKS DISCOUNT TIRE	910 EAST MAIN ST	LEXINGTON	SC	29072	(803) 356-8473	(803) 356-2950	FRANK WILLIAMSON
GOODYEAR AUTO SERVICE CENTER	102 Old Cherokee Road	Lexington	SC	29072-9316	(803) 358-0604	(803) 753-9648	DM: Bill Obermeier
LEXINGTON COMMERCIAL TIRE	1828 TWO NOTCH RD	LEXINGTON	SC	29073	(803) 359-0850	(803) 359-1069	LOWELL C SPIRES III-PRESIDENT
BLACKS TIRE SERVICE	1420 HWY 701 NORTH	LORIS	SC	29569	(843) 756-3325	(843) 756-3335	RICKY BENTON SR - CEO/OWNER
LUGOFF TIRE COMPANY INC	39 BOULWARE RD	LUGOFF	SC	29078	(803) 438-1070	(803) 438-1547	DANNY LYELL-PRES
TA DEALER	3014 PAXVILLE HWY (I-95 & 261)	MANNING	SC	29102	(803) 473-2568		BILLY BOWER-MANAGER
GORE'S TIRE SERVICE	1400 E LIBERTY ST	MARION	SC	29571	(843) 423-5000	(843) 423-0420	H V GORE JR-PRES
GOODYEAR AUTO SERVICE CENTER	408 North Main Street	Mauldin	SC	29662-2306	(864) 458-9441	(864) 751-5805	DM: Lenny Mullen Jr
HILL TIRE & AUTO CENTER INC	417 E MAIN ST	MONCK'S CORNER	SC	29461	(843) 761-8266	(843) 849-3662	MICHAEL CHRIS HILL-VP
JOHNS TRUCK SERVICE INC	2846 SOUTH LIVE OAK DR	MONCK'S CORNER	SC	29461	(843) 761-3444	(843) 761-6931	JOHN SANDERS-OWNER
GOODYEAR AUTO SERVICE CENTER	1406 Ben Sawyer Blvd	Mount Pleasant	SC	29464-4536	(843) 849-6225	(864) 751-5792	DM: Bill Obermeier
TREAD QUARTERS	1723 HIGHWAY 17 N.	MT. PLEASANT	SC	29464	(843) 971-2030	(585) 647-6401	
GAPWAY TIRE SERVICE	HWY 76 E BOX 1004	MULLINS	SC	29574	(843) 464-2127	(843) 464-0700	CARL W JORDAN JR-PRESIDENT
BLACKS TIRE SERVICE	1280 THIRD AVE SOUTH	MYRTLE BEACH	SC	29577	(843) 626-7402	(843) 444-0869	RICKY BENTON-V PRES
MASON TIRE & AUTO SERVICE INC	1921 10TH AVE NORTH	MYRTLE BEACH	SC	29577	(843) 445-7722	(843) 626-9443	JOE MASON JR-PRESIDENT
TREAD QUARTERS	6285 RIVERS AVENUE	N. CHARLESTON	SC	29406	(843) 572-6691	(585) 647-6401	
TREAD QUARTERS	8465 DORCHESTER RD., STE. A	N. CHARLESTON	SC	29420	(843) 207-1300	(585) 647-6401	
KUNKLE TIRE AND SERVICE CENTER	840 KENDALL ROAD	NEWBERRY	SC	29108	(803) 276-5159	(803) 276-3221	WILLIAM PRESTON KUNKLE PRES
TREADMAXX TIRE DISTRIBUTORS INC.	155 TWIN HILLS RD	NORTH AUGUSTA	SC	29860	(803) 613-1800	(803) 613-1100	JOHN KAUFFMAN-PRES
BEST ONE TIRE & SERVICE	7249 PEPPERMILL PARKWAY	NORTH CHARLESTON	SC	29418	(843) 225-6638	(843) 760-0345	PAUL SWINZEL-OWNER



## Goodyear Tire Vendor List

DEALER NAME	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME
FRASIER TIRE	7164 CROSS COUNTY RD	NORTH CHARLESTON	SC	29418	(843) 552-5055	(843) 552-5146	J G FRASIER III
BLACKS TIRE SERVICE	2415 HWY 17 SOUTH	NORTH MYRTLE BEACH	SC	29582	(843) 272-3875		RICKY BENTON-V PRES
MASON TIRE & AUTO SERVICE INC	1201 HWY 17 SOUTH	NORTH MYRTLE BEACH	SC	29582	(843) 272-1738	(843) 272-1302	JOE MASON SR-PRES
FOUR HOLES SALES & SERVICE	3232 FIVE CHOP RD	ORANGEBURG	SC	29115	(803) 535-0371	(803) 535-0375	ROGER SHAW-OWNER
FRANKS DISCOUNT TIRE	217 JOHN C CALHOUN DR	ORANGEBURG	SC	29115	(803) 356-8473	(803) 356-2950	FRANK WILLIAMSON
MONRO MUFFLER AND BRAKE	2340 CHESTNUT STREET	ORANGEBURG	SC	29115	(803) 535-3050	(585) 647-6401	
TREAD QUARTERS	2830 NORTH ROAD	ORANGEBURG	SC	29118	(803) 534-5506	(585) 647-6401	
MASON TIRE & AUTO SERVICE INC	9571 OCEAN HWY	PAWLEYS ISLAND	SC	29585	(843) 237-7406	(843) 235-3787	JOE MASON SR-PRES
INTERSTATE TIRE SERVICE	1611 AUCTION DR	PELZER	SC	29669	(864) 947-9208		GARY BRADON BENNET-PRESIDENT
ED ALLGOODS	6914 LIBERTY HWY	PENDLETON	SC	29670	(864) 261-6828	(864) 261-6128	ED ALLGOOD - PRESIDENT
PENDLETON TIRE CO.	906 S. MECHANIC STREET	PENDLETON	SC	29670	(864) 646-3694	(864) 646-9181	JOEY WELBORN
GOODYEAR COMMERCIAL TIRE & SERVICE CENTER	112 FRONTAGE RD.	PIEDMONT	SC	29673	(864) 845-4700	(864) 845-7012	
PIEDMONT TIRE COMPANY	1104 HWY 86	PIEDMONT	SC	29673	(864) 845-5538	(864) 845-5206	GREG CANDLER
ROBBINS TIRE SERVICE	11044 ANDERSON RD	PIEDMONT	SC	29673	(864) 269-5555	(864) 295-3120	HUGH R ROBBINS
AUTOMOTIVE SERVICE & REPAIR	1501 E MAIN ST	ROCK HILL	SC	29730	(803) 366-1969	(803) 366-2385	DAVID W YOUNG-PRESIDENT
B & B TIRE CENTER	737 RIVERVIEW RD	ROCK HILL	SC	29730	(803) 366-3133	(803) 366-4788	DAVID BEST-PRESIDENT
GOODYEAR AUTO SERVICE CENTER	2615 Celanese Road	Rock Hill	SC	29732-1205	(803) 980-1020	(864) 751-5270	DM: Jeremy Barnett
PALMETTO TIRE	724 CHERRY ROAD	ROCK HILL	SC	29732	(803) 327-2031	(803) 327-0120	CHARLY EGGER=PRESIDENT
TREAD QUARTERS	1279 CELANESE ROAD	ROCK HILL	SC	29732	(803) 324-3066	(585) 647-6401	
TIRE & OIL TRANSPORTATION INC	201 SOUTH MAIN ST	SALUDA	SC	29138	(864) 445-2611	(803) 445-2611	JOE SHEALEY-OWNER
BAXLEY TIRE	2145 US HWY 52	SCRANTON	SC	29591	(843) 389-0500	(843) 389-0674	TJ BAXLEY
GOODYEAR AUTO SERVICE CENTER	681 Fairview Road	Simpsonville	SC	29680-6706	(864) 967-0989	(864) 751-5796	DM: Lenny Mullen Jr
BOLTON JAMES WHEEL ALIGNMENT INC	1491 UNION ST	SPARTANBURG	SC	29302	(864) 585-0694	(864) 503-4053	DONALD E BOLTON
GOODYEAR AUTO SERVICE CENTER	100 East Kennedy Street	Spartanburg	SC	29306-3204	(864) 582-7227	(864) 752-1207	DM: Jeremy Barnett
HILL TIRE & AUTO CENTER INC	1715 OLD TROLLEY RD	SUMMERVILLE	SC	29485	(843) 873-1271	(843) 873-1271	KENNETH HILL-OWNER
TREAD QUARTERS	1615 OLD TROLLEY ROAD	SUMMERVILLE	SC	29483	(843) 873-1190	(585) 647-6401	
TREAD QUARTERS	807 N. MAIN STREET	SUMMERVILLE	SC	29483	(843) 871-8006	(585) 647-6401	
FRASIER TIRE	50 BROOKLYN ST	SUMTER	SC	29151-1696	(803) 773-1423	(803) 773-3983	
FRASIER TIRE	310 E LIBERTY ST	SUMTER	SC	29150	(803) 773-1423	(803) 773-2995	J G FRASIER III-PRES
PALMETTO TIRE	29 EAST WESTMARK BLVD	SUMTER	SC	29150	(803) 778-2030	(803) 418-5143	PHILLIP MARLOWE
TREAD QUARTERS	145 WEST WESMARK BLVD.	SUMTER	SC	29150	(803) 905-4400	(585) 647-6401	
MASON TIRE & AUTO SERVICE INC	750 HWY 17 NORTH	SURFSIDE BEACH	SC	29575-5728	(843) 238-3339	(843) 238-8506	J E MASON-PRES
TREAD QUARTERS	1 FAIRVIEW ROAD	TAYLORS	SC	29687	(864) 801-1850	(585) 647-6401	
ALAN'S WHEELS	10 BENSON STREET	TRAVELERS REST	SC	29690	(864) 907-1400	(864) 907-0000	ALAN POSTON - PRESIDENT
TIRE & AUTO SERVICE CENTER OF	739 NORTH DUNCAN HWY	UNION	SC	29379	(864) 427-5614	(864) 427-5615	STAVE GREPORV-PRESIDENT
<b>SUPER SERVICE TIRE &amp; ALIGNMENT</b>	<b>3695 BLUE RIDGE BLVD</b>	<b>WALHALLA</b>	<b>SC</b>	<b>29691</b>	<b>(864) 638-2414</b>	<b>(864) 638-8988</b>	<b>JOSH VAUGHN</b>
CROSBY ENTERPRISES INC	11109 AUGUSTA HWY	WALTERBORO	SC	29488	(843) 538-5443	(843) 538-8850	SCOTT CROSBY-OWNER
HILL TIRE & AUTO CENTER INC	506 ROBERTSON BLVD	WALTERBORO	SC	29488	(843) 549-5313	(843) 549-2378	KENNETH HILL-OWNER
WATERLOO AUTOMOTIVE	11702 HWY 221 SOUTH	WATERLOO	SC	29384	(803) 677-3600	(803) 746-0651	E WLATER BANKS-OWNER
FRANKS DISCOUNT TIRE	1609 FAIRLANE DR	WEST COLUMBIA	SC	29169	(803) 356-8473		FRANK WILLIAMSON
KAR KARE OF WEST COLUMBIA	1301 AUGUSTA HIGHWAY	WEST COLUMBIA	SC	29169	(803) 794-7202		CHUCK TAYLOR-PRESIDENT
I-77 TRUCK SERVICE	11195 STATE HWY 200	WINNSBORO	SC	29180	(803) 482-6700	(803) 482-6703	COREY KARNES-PRESIDENT
BOYD TIRE INC	124 S CONGRESS ST	YORK	SC	29745	(803) 684-3588	(803) 864-7119	NEIL BOYD-OWNER



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 16, 2019  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Conservation Easement on the 218.67 acre Chauga Heights tract adjoining Chau Ram Park through Upstate Forever.

**BACKGROUND OR HISTORY:**

Council approved placing the Easement 5.21.19. This approval is for the actual language of the Easement

**SPECIAL CONSIDERATIONS OR CONCERNS:**

The goal of the easement is to protect the property and the Chauga River watershed in perpetuity and to allow for a master plan to be completed that will enhance public use of the property. The master plan will focus on passive and leisure recreation opportunities like expanding the lodging opportunities, increase hiking/biking trails and to create an interpretive center for the public to enjoy.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: NO-ATAX grant

**STAFF RECOMMENDATION:**

Staff recommends approval of Conservation Easement!

**FINANCIAL IMPACT:**

Estimated costs of closing and Conservation Easement is \$15,000-to be pulled from local ATAX

**ATTACHMENTS**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.  
A calendar with due dates marked may be obtained from the Clerk to Council.*

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 16, 2019  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE: [Brief Statement]**

Approval for the Addition of the Oconee County Deputy Sheriff Position

**BACKGROUND DESCRIPTION:**

The addition of the Deputy Sheriff position request is based on the unanimous recommendation by Pine Street Department Heads and Administration. The Deputy Sheriff will help promote a safe and secure environment for citizens and staff, perform general patrol duties during business hours and meetings, and maintain a county safety program. The Deputy Sheriff will also assist the Oconee County Sheriff's Department with preserving law and order in the surrounding areas, upon request.

A portion of the budget approved for the Pine Street Security implementation will be allocated to fund the addition of this position. The Deputy Sheriff will be provided an office and predominately work at 415 S Pine Street.

**SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]**

**FINANCIAL IMPACT:**

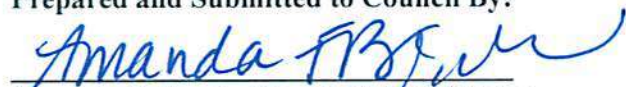
The Deputy Sheriff's salary, including full benefits, will cost Oconee County between \$55,000 - \$59,000 based on experience and training at time of hire.

**ATTACHMENT(S):**

**STAFF RECOMMENDATION:**

Staff recommends Council approve the addition of the Deputy Sheriff position.

Prepared and Submitted to Council By:

  
Amanda F. Brock, County Administrator

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*A calendar with due dates marked may be obtained from the Clerk to Council.*



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 16, 2019  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Expenditure of funding, not exceeding \$183,900, for required preliminary engineering for the Sewer South expansion of wastewater infrastructure to service the I-85 Corridor.

**BACKGROUND OR HISTORY:**

In September 2018, County Council approved the expenditure of up to \$613,000 for engineering costs for the expansion of wastewater infrastructure to service the I-85 corridor in southern Oconee County. On February 5, 2019, county council approved additional funding commitments in the amount of \$42,270 for the increased amount in engineering as well as \$17,000 for the required archeological survey component requirements for the continued efforts of assisting the OJRSA in efforts to obtain a \$3,700,000 grant.

On December 13, 2018, the US EDA informed the OJRSA that a grant application requesting \$3,700,000 for infrastructure improvements for the Sewer South / I-85 Corridor Project had been selected for further consideration. This notice of consideration placed a requirement for additional preliminary engineering to be completed for the application process to proceed.

On June 12, 2019, the Administrator was informed by ACOG that the National Environmental Policy Act requires specific preliminary engineering prior for further consideration in the grant process. Historically, the requirement for additional engineering specifications has been indicative of an EDA Grant Award announcement, according to ACOG.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This required engineering is recommended by both the OJRSA and the ACOG.

**FINANCIAL IMPACT:**

In September 2018, County Council unanimously approved the expenditure of \$613,000 specifically for engineering for this grant. The requested funding is to be allocated from the Economic Development Capital Fund, and will be reduced from the total approved expenditure amount.

**ATTACHMENTS**

1. June 19, 2019 Correspondence from ACOG
2. Davis & Floyd Proposal No. 000110.0

**STAFF RECOMMENDATION:**

Administration recommends the approval for the request for required preliminary engineering in the amount not to exceed \$183,900.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

**Amanda F. Brock**

Amanda Brock, County Administrator



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*A calendar with due dates marked may be obtained from the Clerk to Council.*





Ms. Amanda Brock  
County Administrator  
Oconee County  
415 South Pine Street  
Walhalla, SC 29691

June 19, 2019

Dear Ms. Brock:

Thank you for joining us on the phone for the June 12<sup>th</sup> meeting to discuss the Sewer South/Fair Play Project. As you requested, I am writing to provide additional information on the status of the US Economic Development Administration (EDA) grant related to that project.

On December 13, 2018, EDA informed the Oconee Joint Regional Sewer Authority that its application requesting \$3,700,000 for infrastructure improvements for the Sewer South/Fair Play Project had been selected for further consideration. The further consideration notice requested additional information needed to proceed with processing the application. There are several regulations that must be complied with during the course of a project review before EDA can issue an award, one of which is the National Environmental Policy Act (NEPA). Preliminary engineering is necessary to identify any potential environmental impacts covered by NEPA, as well as to identify strategies for mitigation, if applicable.

I understand that the agreement between Oconee County and the Joint Regional Sewer Authority is that the county will provide approximately \$ 610,000 for project engineering once the grant is awarded. Unfortunately, as a result of the NEPA requirements, the grant cannot be awarded *without the required* review. During the meeting on June 12<sup>th</sup>, the representative from the Joint Sewer Authority's engineering firm noted that the necessary preliminary engineering could be accomplished for around 30% of the total project engineering cost.

After submission of all required information, an award would be based on review and assessment of material supplied. It has been our experience that once a letter of further consideration has been issued and EDA accepts all required information an EDA grant award will follow. However, time is of the essence as awards are subject to the availability of funding.

If I may provide more information regarding this matter, please let me know. I would be glad to attend the County Council meeting at which this will be discussed if that would be helpful.

With regards,

Steven R. Pelissier  
Executive Director



# DAVIS & FLOYD

SINCE 1954

July 9, 2019

Mr. Chris Eleazer  
Executive Director  
Oconee Joint Regional Sewer Authority  
623 Return Church Road  
Seneca, SC 29678

Emailed this day: [chris.eleazer@ojrsa.org](mailto:chris.eleazer@ojrsa.org)

Re: Proposal for Professional Services  
I-85 Corridor Sewer Expansion – Preliminary Engineering & Final Design  
D&F Job No: 000110.00

Dear Mr. Eleazer:

Davis & Floyd (D&F) appreciates the opportunity to offer professional engineering services to provide preliminary engineering and final design services for Phase I-A, Phase I-B, and Phase II of the I-85 Corridor Sewer Expansion project for Oconee Joint Regional Sewer Authority. The project scope includes preliminary engineering and final design for gravity sewer lines, sewer force mains, and sewer pump stations as outlined in the Figures in Attachment C.

The preliminary engineering phase services will include a project kick-off meeting, review of existing as-built information, performing an existing conditions and topographical survey, conducting a Phase I Cultural Resource Assessment Survey, wetlands investigation and jurisdictional determination, and geotechnical investigation. The final design phase services will include performing design calculations, drafting a design report summarizing the design, developing design drawings, assembling a project manual, estimating a construction cost opinion, providing a list of needed easement and parcel acquisition and drafting the necessary exhibits, coordination with SCRIA and EDA, and preparing an outline of project permitting requirements.

A breakdown of the fee per Division of this work is included in the below table. We hope that you find our proposed fee of **\$435,000.00**, including expenses, to be acceptable.

Division		Estimated Fee
A – Preliminary Engineering	\$	180,000.00
B – Final Design	\$	255,000.00
<b>Total Fee</b>	<b>\$</b>	<b>435,000.00</b>

164 Milestone Way, Suite 200, Greenville, SC 29615  
O: (864) 527-9800 F: (864) 527-9801

[WWW.DAVISFLOYD.COM](http://WWW.DAVISFLOYD.COM)

If additional services not included in the attached Scope of Services is required to complete the project, we would be pleased to assist you by providing a revised Scope of Services and Fee should you wish to pursue these additional services.

A copy of D&F's Agreement for Professional Services is enclosed with this letter. Should you approve of the Scope of Services, Terms of Compensation, and the Terms and Conditions, you may execute a formal contract by executing the Agreement and returning to our attention. Thank you for allowing Davis & Floyd the opportunity to support this project. Please don't hesitate to contact us should you have any questions or concerns.

Very truly yours,

**DAVIS & FLOYD**



Thomas R. Mann, PE  
Associate, Project Manager



Michael V. Horton, PE, CFM, LEED AP  
Chief Engineering Officer

Enclosures: I-85 Corridor Sewer Expansion – Preliminary Engineering & Final Design Agreement for Professional Services

# DAVIS & FLOYD

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## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 9th day of July, 2019 between Oconee Joint Regional Sewer Authority (Client) and Davis & Floyd, Inc. (D&F), along with the referenced Attachments, constitute the entire Contract. Acceptance is limited to the terms and conditions stated herein and attached.

**SERVICES:** Client authorizes D&F to provide services as set forth below in connection with Client's project (Project) described as follows:

I-85 Corridor Sewer Expansion - Preliminary Engineering & Final Design Phase

**SCOPE:** D&F agrees to provide the Professional Services as defined in the attached Scope of Services (Attachment A).

**COMPENSATION:** Compensation for the Professional Services described above will be billed on a Lump Sum basis for a total amount of \$ 435,000.00.

**CONTRACT VALIDITY:** This Contract is valid only if signed within thirty calendar days of the date of this Agreement as noted above unless officially agreed to by both parties. No modifications, alterations, changes, or waiver to the Standard Terms and Conditions shall be valid or binding unless officially agreed to and acknowledged by both parties.

Through the signing of this Agreement the signatory represents and warrants that they are duly authorized to enter into this Agreement on the Client's behalf. Signatory further acknowledges receipt and acceptance of Standard Terms and Conditions (Attachment B).

### Client Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Davis & Floyd, Inc.

\_\_\_\_\_  
Signature

Michael V. Horton, PE, CFM, LEED AP

\_\_\_\_\_  
Name of Signatory

Chief Engineering Officer

\_\_\_\_\_  
Title

07-09-19

\_\_\_\_\_  
Date

### Attachments:

- A ) Scope of Services
- B ) Standard Terms and Conditions
- C ) I-85 Corridor Sewer Expansion Master Plan

LS Revised 3/26/2018

# DAVIS & FLOYD

SINCE 1954

## Summary of Scope

Davis & Floyd, Inc. will provide engineering services for preliminary engineering and final design to support Phase I-A, Phase I-B, and Phase II of the sewer system expansion in Oconee County along the Interstate 85 corridor. Phase I-A of the Project consists of approximately 1,400 LF of 24-inch gravity sewer, 2,500 LF of 21-inch gravity sewer, and 2,200 LF of 18-inch gravity sewer running along Highway 59 from Fair Play to the existing Golden Corners Commerce Park pump station. Phase I-B components of the Project consist of approximately 900 LF of 18-inch gravity sewer, 6,300 LF of 12-inch force main, and a 1,062 gpm pump station. Phase II components of the Project consist of approximately 1,200 LF of 15-inch gravity sewer, 4,500 LF of 12-inch force main, a 742 gpm pump station, 3,300 LF of 4-inch force main, and a 90 gpm pump station. The sewer lines will be designed based upon an expected combination of open trench, bore and jack, and directional bore installation methods. The pump stations will be designed to utilize either submersible or suction lift pumps and shall include standby generator power.

## Project Assumptions

1. This Scope of Work is for preliminary engineering and final design only. Additional scope and fees for permitting, bidding assistance, and construction phase services will be provided upon request as the Project progresses.
2. The Owner shall be responsible for the coordination and notification of property owners for obtaining access permission for the Engineer to complete the work associated with the Project.
3. The Engineer shall provide the Owner with easement exhibits as outlined herein. Owner shall be responsible for appraisals, legal work associated with drafting easement deeds, and obtaining easements from property owners.
4. The Engineer shall provide the Owner with property plats for three pump stations as outlined herein. Owner shall be responsible for appraisals, legal work associated with drafting the deeds, and obtaining parcel from property owners.
5. All project documents will be provided in electronic PDF format only.

## Division A – Preliminary Engineering

### **A.1 Project Kick-off Meeting**

- a. Conduct Project kick-off meeting with Owner to review Project expectations, Project scope, Project schedule, and existing field conditions and obtain available existing as-built information and design data.



## **A.2 Review Existing As-built Information**

- a. Review existing as-built information and design data for preliminary design.

## **A.3 Survey**

- a. Conduct field survey along approximate 100-foot wide project corridor on private property and within SCDOT right-of-way along public roads to document existing conditions for design drawings, including utilities based on PUPS locates.

## **A.4 Existing Conditions Drawings**

- a. Develop existing conditions drawings based on field survey data to be used as base drawings for design.

## **A.5 Phase I Cultural Resource Assessment Survey (CRSA)**

- a. Perform a Phase I CRSA of the project corridor in accordance with requests made by SC SHPO (October 26, 2018 Letter) and the Muscogee THPO (January 21, 2019 Email). The areas of primary focus shall be based on the preliminary archaeological investigation that identified the Welcome Center, the south side of Interstate 85 beyond the highway right-of-way, the approximate 100-foot wide corridor from Interstate 85 to Broomway Lane, two potential historical buildings along Broomway Lane, three potential historical structures along Highway 59 in Fair Play, the pasturage field located on Highway 59 north of Bratton Road, and up to eight potential historical structures along Highway 59 between Fair Play and the Golden Corners Commerce Park pump station as areas requiring further study.
  - i. Conduct background research including reviewing the American Battlefield Protection Program database; researching the Scenic America Organization and the Alliance of National Heritage Areas holdings to determine the presence of historic corridors; examining the USDA soils maps; studying aerial photographs to identify anomalies, waterways, vegetation patterns, and disturbed area; reviewing USGS topographic maps for potential site locations; investigating previous archaeological research; reviewing archaeological site and historic structure records maintained by SCIAA-IMD and the South Carolina Department of Archive and History; researching NRHP-list properties; and reviewing historic photographs.
  - ii. Based on findings from background research, perform subsurface shovel testing at 30-meter intervals in areas judged to most likely contain archaeological sites. All shovel tests shall be screened through ¼" mesh and findings documented.
  - iii. Positive shovel tests shall be further investigated with 15-meter interval shovel tests in all directions.

- iv. Assemble survey report outlining the results of the CRSA and submit to SHPO and Muscogee THPO.

#### **A.6 Wetlands Investigation & Jurisdictional Determination**

- a. Conduct field investigation and delineate wetlands and streams within the project corridor.
- b. Develop wetland and stream delineation exhibits outlining the delineated locations within the project corridor.
- c. Assemble and submit Jurisdictional Determination request package to the Army Corps of Engineers for concurrence.

#### **A.7 Geotechnical Investigation**

- a. Perform geotechnical investigation consisting of 16 total borings with one boring at each of the three proposed pump stations, two borings at the Lake Hartwell crossing, and eleven borings along Highway 59 for the gravity sewer line from Fair Play to the Golden Corners Commerce Park pump station.
- b. Submit encroachment permit to SCDOT for soil borings performed in SCDOT right-of-way.
- c. Coordination of PUPS locates for soil borings.
- d. Conduct laboratory testing and summarize results in a geotechnical report.

### **Division B – Final Design**

#### **B.1 Design Calculations**

- a. Prepare design calculations and summarize in a design report for the components of the Project for Phase I-A, Phase I-B, and Phase II as outlined in the Summary of Scope included herein.

#### **B.2 Design Drawing Preparation**

- b. Prepare design drawings for the components of the Project for Phase I-A, Phase I-B, and Phase II as outlined in the Summary of Scope included herein.

#### **B.3 Project Manual**

- a. Prepare contract documents and technical specifications for bidding and construction of the Project.

**B.4 Project Schedule**

- a. **Develop a projected construction schedule.**

**B.5 50% Design Cost Opinion**

- a. **Provide construction cost opinion based on 50% design submittal.**

**B.6 50% Design Review Meeting**

- a. **Meet with Owner to review the 50% design submittal.**

**B.7 50% Review Revisions**

- a. **Revise the drawings and project manual based on 50% review submittal comments.**

**B.8 100% Design Cost Opinion**

- a. **Provide construction cost opinion based on 100% design submittal**

**B.9 Easement & Plat Exhibits**

- a. **Prepare a maximum of 12 easement exhibits for use by Owner in acquiring easements for sewer lines. Scope does not include appraisals, legal work for drafting the easement deeds, contacting property owners, etc.**
- b. **Prepare a maximum of 3 property plats for use by Owner in acquiring properties for the pump station sites. Scope does not include appraisals, legal work for drafting the property deeds, contacting property owners, etc.**

**B.10 SCRIA Coordination**

- a. **Assist Owner with quarterly SCRIA progress reports and provide project coordination services with SCRIA staff.**

**B.11 EDA Coordination**

- a. **Assist Owner with project coordination with EDA staff, attend EDA project kick-off meeting, and assemble required EDA documentation in project documents.**

**B.12 Permitting Requirements Outline**

- a. **Provide an outline of anticipated permits for the Project with the 100% design submittal.**

**(End of Scope of Services)**

**DAVIS & FLOYD, INC.**  
**STANDARD TERMS AND CONDITIONS**

Unless otherwise agreed in a written contract, services provided by Davis & Floyd, Inc.  
are expressly limited to the terms and conditions stated herein.

1. **QUALITY OF WORK.** All services of Davis & Floyd, Inc., ("D&F"), and its subsidiaries, independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted industry practice. All estimates, recommendations, opinions and decisions of D&F will be on the basis of the information available to D&F's experience, technical qualifications, and professional judgement.

2. **INVOICES AND PAYMENT.** Invoices will be submitted periodically directly to the Client (customarily on a monthly basis) and are due and payable upon receipt. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Client will be responsible for any applicable taxes in the manner and amount as required by law.

Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors; identifiable drafting and stenographic supplies; computer time and software; and expandable materials and supplies purchased specifically for the Project. A ten percent (10%) handling and administrative charge will be added to those foregoing items, which are purchased from outside sources. When D&F, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense. Analyses performed in the D&F's or D&F's subconsultant's laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the proposal.

Unpaid balances shall be subject to a late charge at the rate of one and one half percent (1.5%) per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, D&F may, after giving seven days written notice to Client, suspend services without liability until Client has paid in full all amounts due D&F on account of services rendered and expenses incurred, including late charges on the past due invoices. Payment of invoices is not subject to discounting by Client. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the agreement between D&F and the Client. Venue of legal proceedings shall be in the county of the principal place of business of D&F.

3. **CHANGES OR DELAYS.** Unless the accompanying Proposal provides otherwise, the proposed fees constitute the D&F's estimate to perform the services required to complete the Project, as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. D&F will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

4. **INSURANCE.** As protection for D&F, Workers Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance is maintained at D&F's expense. Certificates of such insurance will be provided to Client upon request. D&F agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available, from carriers acceptable to D&F) provided the costs for additional insurance are reimbursed by Client.

5. **INDEMNIFICATION AND ALLOCATION OF RISK.** To the fullest extent permitted by law, D&F shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of D&F. D&F's officers, directors, partners, employees, and consultants in the performance of D&F's services under this agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless D&F, D&F's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this agreement.

To the fullest extent permitted by law, D&F's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of D&F and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that D&F's negligence bears to the total negligence of Client, D&F, and all other negligent entities and individuals.

6. **LIMITS OF LIABILITY.** It is understood that any and all professional liabilities incurred by D&F throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by D&F, not including reimbursable expenses and subconsultants, for all services rendered on the Project.

7. **LITIGATION.** In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by D&F, in connection with work performed for that Client, shall be paid by the Client. Such costs shall include, but not be limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney's preparation of testifier and advice of counsel in connection with response to subpoenas, and other expenses deemed reasonable and associated with said litigation.



8. **ACCESS.** Client shall arrange for safe access to and make all provisions for D&F and D&F's consultants to enter upon public and private property as required for D&F to perform services.

9. **TERMINATION.** Either party may terminate the Agreement, in whole or in part, by giving seven days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs D&F incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.

10. **CONFIDENTIALITY.** D&F shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client not otherwise previously known to D&F or in the public domain, as Client expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of D&F, (2) is furnished or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Client agrees that D&F may use and publish Client's name and a general description of D&F's services with respect to the Project in describing D&F's experience and qualifications to other Clients or potential Clients.

11. **COST ESTIMATING.** Since D&F has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the cost of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified professional, familiar with the construction industry; but D&F cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such a determination.

12. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications, prepared or furnished by D&F (and D&F's subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and D&F shall retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by D&F for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to D&F or D&F's subsidiaries, independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle D&F to further compensation at rates to be agreed upon by Client and D&F.

13. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by D&F. Files in electronic media format of text, data, graphics, or of other types that are furnished by D&F to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, D&F makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by D&F at the beginning of the assignment. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 30-day acceptance period. D&F shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

14. **HANDLING OF SAMPLES.** With regards to samples received by D&F for laboratory analysis, after the analytical results have been reported, samples are routinely retained in our storage facilities for 14 days. Prior arrangements must be made if samples are to be held for longer periods. D&F may charge a monthly fee for long-term storage of samples. Unused portions of samples found or suspected to be hazardous according to state or federal guidelines may be returned to the Client upon completion of the analytical work. These include samples known or suspected to contain hazardous materials as defined by state or federal regulatory agencies. The cost of disposal or returning the samples may be invoiced to the Client. The sample and portions thereof remain the property of the Client at all times.

15. **RETENTION OF LABORATORY REPORTS.** After analytical results have been reported to Client, D&F will normally retain copies of such analytical reports for a period of three years, after which time such reports may be destroyed. D&F makes no guarantee and assumes no responsibilities for retention of such reports. If Client requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

16. **CONTROLLING AGREEMENT.** To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these Standard Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in Client's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the service under this proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by D&F. D&F's acknowledgement of receipt of any purchase order, requisition, notice or authorization of D&F's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

17. **PROPRIETARY DATA.** The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without express written consent of D&F.

18. **GOVERNING LAW.** This Agreement is to be governed by and construed in accordance with the law of the principal place of business of D&F.

19. **CONTRACTS.** All contracts are subject to review and approval by D&F's legal department and must be signed by a corporate officer.

# DAVIS & FLOYD

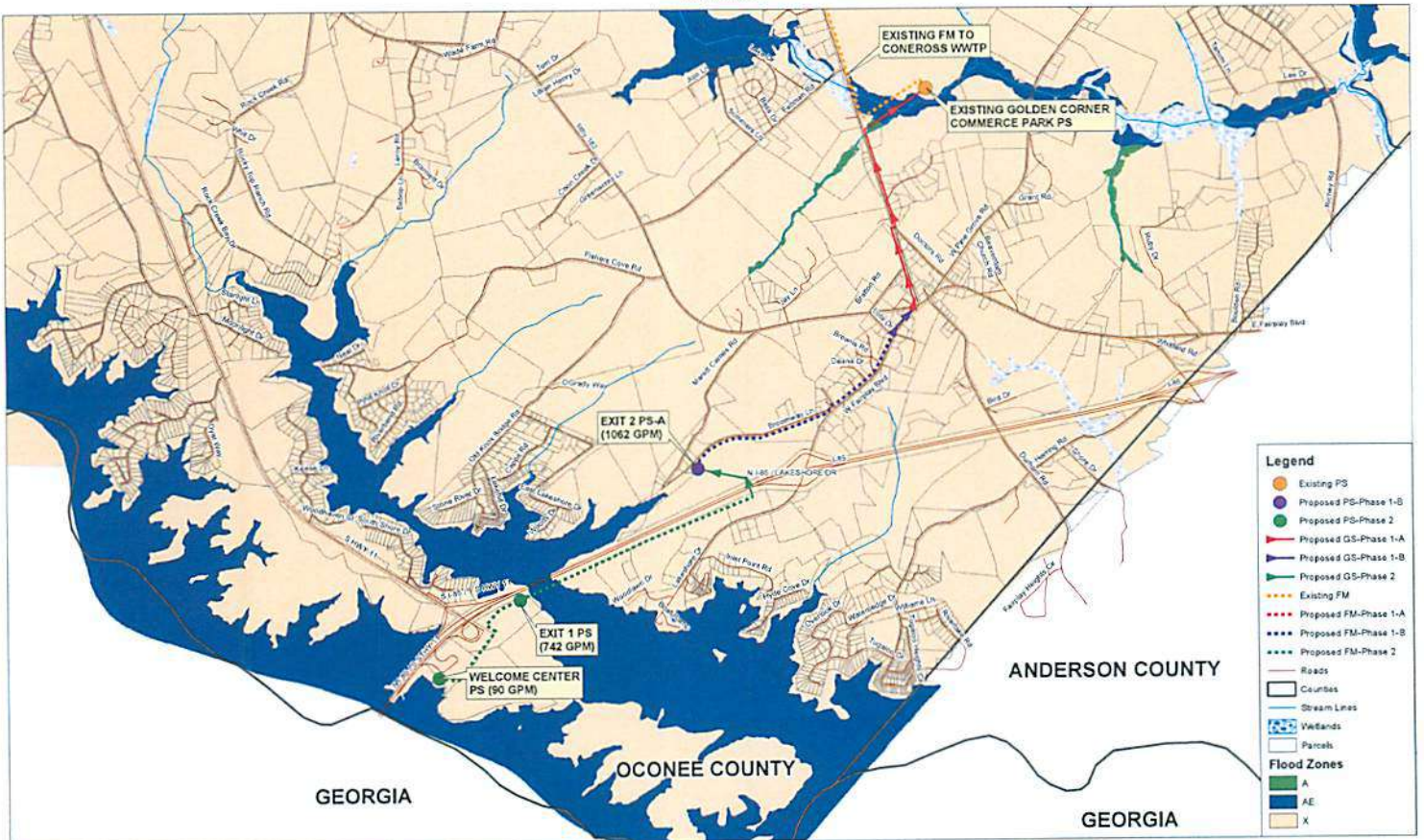
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Standard Personnel Rate Schedule	
Category	Rate: \$/hour
Principal	\$220.00
Senior Project Manager	\$175.00
Project Manager Senior Engineer	\$160.00
Senior Architect Senior Transportation Planner	\$150.00
Program Director Senior Landscape Architect Resident Construction Manager Computer Specialist Department Manager	\$140.00
Engineer Architect Landscape Architect Specifications Writer	\$130.00
Senior Inspector	\$125.00
Licensed Surveyor Transportation Planner	\$120.00
Senior Designer GIS Specialist	\$115.00
Staff Engineer Inspector Permitting Specialist Transportation Planner Assistant GIS Analyst	\$100.00
Designer Accountant (1)	\$95.00
Survey Crew Chief	\$90.00
Computer Technician	\$80.00
Clerical	\$65.00
Survey Field Technician Intern Technician	\$60.00

- (1) Accountant labor may be charged for time to assemble invoice documentation in a manner not normally provided by DAVIS & FLOYD, INC.
- (2) An overtime premium up to one-half the above rates may be charged in addition to the above rates for personnel compensated for overtime.
- (3) Field Equipment may be charged for use of survey/environmental equipment when used in the Field by Davis & Floyd employees.

Reimbursable Expense Schedule		
Category	Unit	Unit Rate
Copies/Prints		
<i>Standard 8.5 x 11</i>	page	\$0.15 BW / \$1.00 Color
<i>Oversized</i>	square feet	\$0.25 BW / \$6.00 Color
<i>Mylar copy</i>	sheet	\$25.00
Mileage	mile	Current federal rate
Out-of-pocket expenses		Actual cost + 10%

Attachment C



I-85 Corridor Sewer Expansion  
Master Plan

EXHIBIT A  
Date: August 20, 2018

**DAVIS & FLOYD**  
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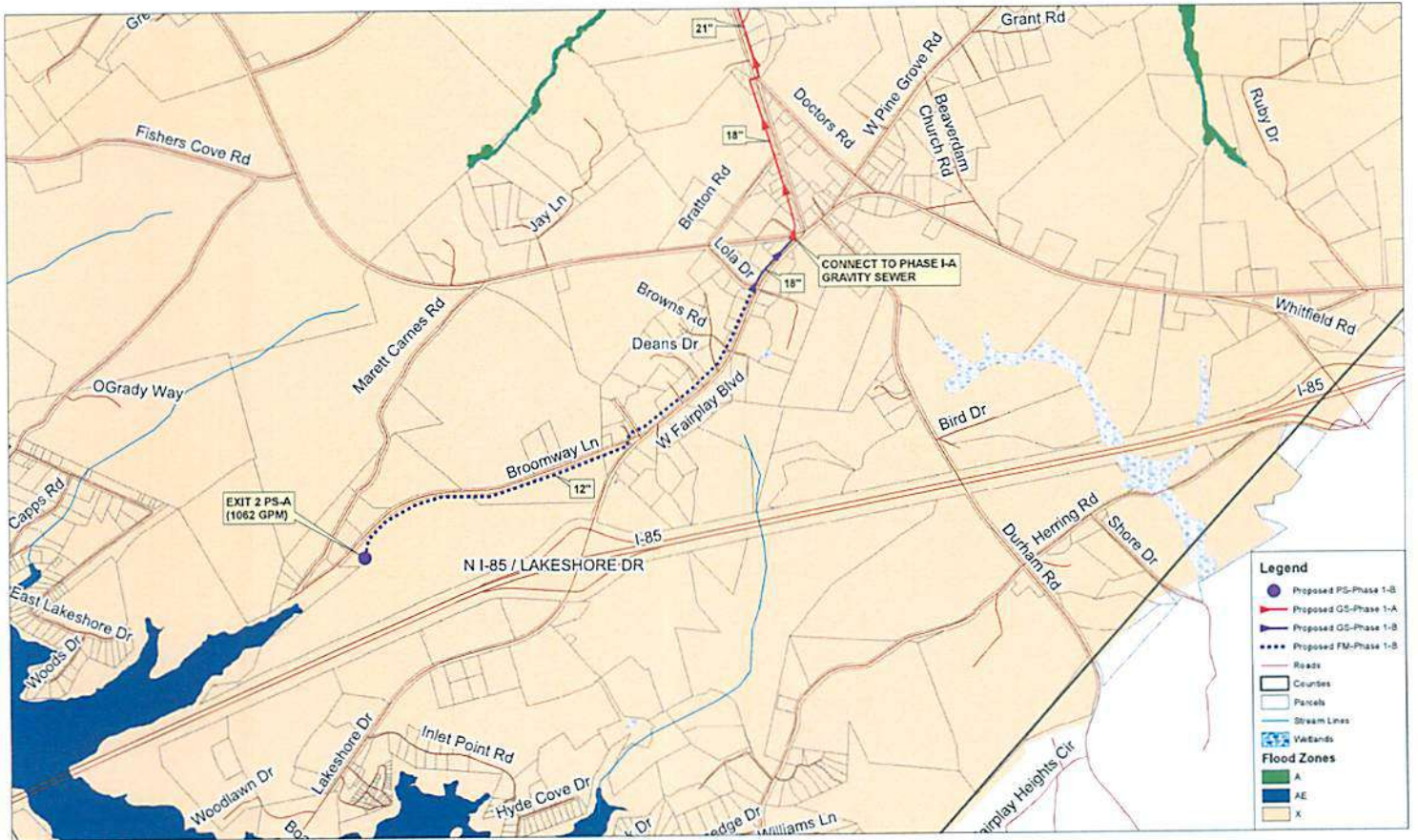
Legend	
	Existing PS
	Existing FM
	Proposed G5-Phase 1-A
	Roads
	Counties
	Parcels
	Stream Lines
	Wetlands
Flood Zones	
	A
	AE
	X

Fair Play Sewer Extension  
Phase I-A

EXHIBIT A-1  
Date: August 20, 2018

**DAVIS & FLOYD**  
SINCE 1954



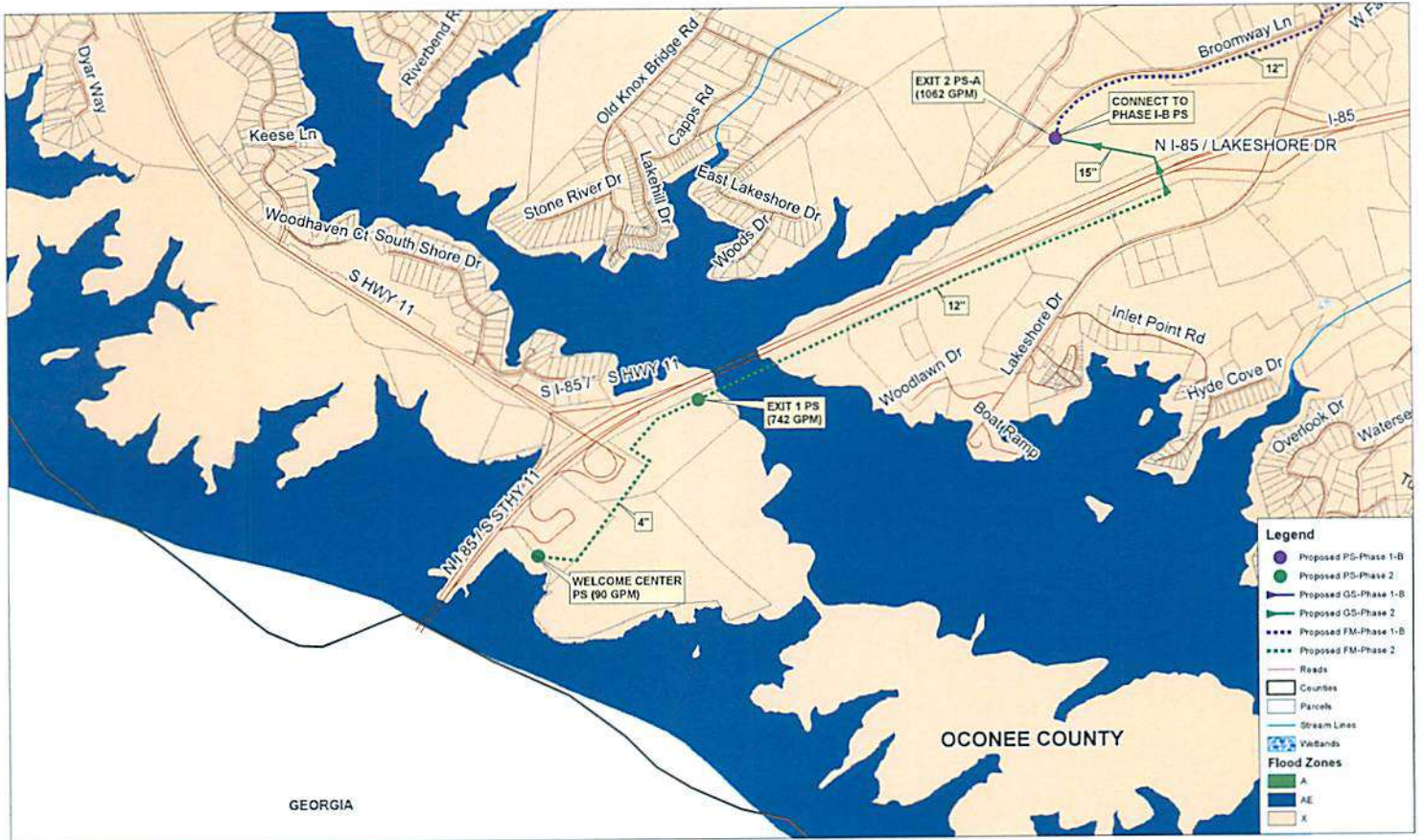


### Exit 2 Sewer Extension Phase I-B

EXHIBIT A-2  
Date: August 20, 2018

**DAVIS & FLOYD**  
SINCE 1954






Welcome Center/Exit 1 Sewer Extension  
Phase II

EXHIBIT A-3  
Date: August 20, 2018

**DAVIS & FLOYD**  
SINCE 1954



 <b>Boards &amp; Commissions</b>	State / OC Code Reference	Reps [DX-At Large-Ex Officio]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart					
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022	2017-2020	
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio		
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]			
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Walter Rikard [1]	Doug Hollifield [<1]	Sandra Gray [2]	Ed Land [<1]	Vickie Willoughby [<1]	Debbie Sewell [2]	Rex Blanton [<1]	Kerrie Roach [1]		
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Mariam Noorai [2]	Tony Adams [1]	Stacy Smith	Daniel Dreher [1]	Bill Bruehl [1]			
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	Ryan Honea [<1]	John Eagar [1]	Charles Morgan [<1]			
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [1] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]							<b>George Smith [2]; Bob Dubose [2]; VACANT</b>		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	Frank Ables [1]	Emily Hitchcock [1]	Frances Rundlett [1]			
Destination Oconee Action Committee																
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]			
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March								Scott Lusk [1]	Staley Powell [1]	
Library Board	4-9-35 / 181	0 - 9	YES	2X	YES	Jan - March	Sarai Melendez [1, 6/19]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; L. Martin [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]						
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]			
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1]								BHS contacts Council w/ recommendations when seats open	
Capital Project Advisory Committee (end 1.17)																
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV									
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, Interim Administrator; Mr. Sammy Dickson									
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge									
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen									
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]									
[ # ] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.																
[SHADING = reappointment requested - questionnaire on file]							Denotes Individual who DOES NOT WISH TO BE REAPPOINTED									
<b>Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.</b>																





Oconee County  
Council



Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

John Elliott  
Chair Pro Tem  
District I

Wayne McCall  
District II

Paul A. Cain  
Vice Chair  
District III

Julian Davis, III  
Chairman  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2019 on the first and third Tuesday of each month with the following exceptions:

- January meetings will be held on the second and fourth Tuesday;
- July, August, & November meetings, which will be **only** on the third Tuesday of each of the three months;
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Oconee County Council will also meet on Tuesday, January 7, 2020 in Council Chambers at which point they will establish their 2020 Council and Committee meeting schedules.

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The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: January 22, March 19, June 18, & September 17, 2019.

The Transportation Committee at 4:30 p.m. on the following dates: February 19, May 7, July 16, & October 1, 2019.

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The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: April 2, April 9, April 23, May 7, May 21, & June 4, 2019.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 5, June 4, September 3, & November 19, 2019.



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**LEGALS**

phone number of the person filing the protest;  
(2) The specific reasons why the application should be denied;  
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);  
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,  
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:  
S.C. Department of Revenue,  
ABL SECTION,  
P.O. Box 125,  
Columbia, SC 29214-0907;  
or faxed to: (803) 896-0110.

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**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**


**OCONEE COUNTY COUNCIL**

**IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2019**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/12/2019 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/12/2019

  
\_\_\_\_\_

Kelsie Beebe  
Notary Public  
State of South Carolina  
My Commission Expires February 13, 2028

**KELSIE BEEBE**  
Notary Public, State of South Carolina  
My Commission Expires 2/13/2028



# Public Comment SIGN IN SHEET 6:00 PM

July 16, 2019

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

## ARTICLE VIII. - SIGN CONTROL<sup>(8)</sup>

### Footnotes:

--- (8) ---

**Editor's note**— Ord. No. 2018-13 § 1(Att. A) adopted September 11, 2018, amended art. VIII in its entirety to read as herein set out. Former art. VIII, pertained to similar subject matter, consisted of §§ 32-515—32-524, and derived from Ord. No. 2017-09, adopted July 18, 2017.

### Sec. 32-515. - Title.

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina."

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

### Sec. 32-516. - Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement, for all signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

### Sec. 32-517. - Authority.

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as zoning administrator or their designee, code enforcement officers and personnel employed by the sheriff of the county shall be vested with the authority to enforce and administer signage control within the county.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

### Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of the adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

### Sec. 32-519. - Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

**Abandoned billboard or sign** means a billboard or sign which is not being maintained as required by S.C. Code § 57-25-110, et seq., and the regulations promulgated pursuant thereto, or which is overgrown by trees or other vegetation, not on the road right-of-way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

**Billboard** means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location. The sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

**Building-mounted sign** means any sign attached, or artistically rendered upon (such as painting), to a building or canopy/awning attached to a building or structure, placed horizontally, vertically, parallel or perpendicular too. When the building is located, and addressed, from a four-lane road the maximum sign area for a building mounted sign is 672 square feet. When the building is located and addressed from a two-lane road the maximum sign area for a building mounted sign is 75 square feet.

**Existing billboard** means for the purposes of these regulations any billboard either erected within the boundaries of the county prior to the adoption of this article or duly permitted by an agency of the county subsequent to the adoption of this article.

**Four-lane road** means any public road or highway consisting of four or more travel lanes.

**Sign** means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the state department of transportation.

**Sign area** means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

**Sign permit** means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

**Stacked signs or billboards** means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

**Two-lane road** means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-520. - Requirements for billboards and other commercial signs.**

Unless exempted hereby, all signs and billboards erected in the unincorporated areas of the county shall be permitted under the provisions of this article.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-521. - Setback and height.**

- (a) Billboards and signs shall follow all setback requirements of the underlying zoning district.
- (b) Billboards and signs height shall be limited by the underlying zoning district's height requirements.



(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-522. - Billboards.**

- (a) No billboard shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public through fare from the location of an existing billboard to the proposed site.
- (b) Maximum sign area for any billboard is 672 square feet.
- (c) No billboards with a sign area greater than 75 square feet shall be permitted on two-lane roads.
- (d) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.
- (e) No stacked billboards shall be permitted within the unincorporated areas of the county.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-523. - Signs.**

- (a) Signs less than or equal to 75 square feet are permitted on two-lane roads. Signs less than or equal to 50 square feet do not require a land-use permit.
- (b) The maximum sign area on four-lane, or larger, roads shall contain no more than 75 feet of sign area per sign face. This excludes building-mounted signs, as defined by this chapter, which may contain up to 672 square feet of sign area.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-524. - Abandoned billboards and signs.**

An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within 45 days of notification by the county building official that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-525. - Exemptions.**

- (a) Replacing any billboard or sign face with no change in sign area, structure, or use of electricity does not require a permit.
- (b) Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from a land-use permit.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-526. - Billboard and sign submittal process.**

- (a) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of the county. As such, the following materials shall be submitted to the community development director or his/her designee at the time of application:
- (1) A completed application form.
  - (2) A detailed site plan prepared and stamped by a surveyor licensed by the state, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article.
  - (3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the state.
  - (4) Appropriate fees.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-527. - Fees.**

Fees shall be established for the cost of a sign permit by county council from time to time.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-528. - Permits.**

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the community development director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting the reason for the extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permits, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Sec. 32-529. - Penalties.**

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 or imprisoned for 30 days or both.

(Ord. No. 2018-13, § 1(Att. A), 9-11-2018)

**Secs. 32-530—32-600. - Reserved.**

## General Fund Monthly Council Report

June 2019 Monthly Report	Budget	Jun-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
<b>General Fund Revenue</b>							
080 Encumbrance Roll from FY 2018	525,181.08	-	525,181.08	-	-		
080 Local Revenue	42,936,815.00	1,075,918.28	43,634,452.86	-	(697,637.86)	2	Estimated June Revenue - \$100,000
081 State Revenue	3,784,569.00	-	2,875,525.41	-	909,043.59	24	Estimated June Revenue - \$685,650
082 Federal Revenue	138,000.00	-	331,045.37	-	(193,045.37)	-140	Estimated June Revenue - \$90,000 - Excess Due to FEMA Disaster Hurricane Ima Revenue
090 Other Financing Sources	787,488.00	73,134.18	855,051.27	-	(67,563.27)	1	
<b>Total General Fund Revenue</b>	<b>48,172,053.08</b>	<b>1,149,052.46</b>	<b>48,221,255.99</b>	<b>-</b>	<b>(49,202.91)</b>		
<b>General Fund Expenditures</b>							
101 Sheriff	8,827,567.00	961,756.88	9,329,740.17	12,555.64	(514,728.81)	-6	Fire, Extra Duty, Overtime
103 Coroner	232,872.00	19,160.25	223,779.38	-	9,092.62	4	
104 Communications	1,545,183.00	164,978.32	1,616,121.88	890.62	(71,829.50)	-5	FEMA Funds- Upgrades in Radio System
106 Law Enforcement Center	4,131,602.50	479,833.85	4,040,128.73	37,478.33	53,995.44	2	
107 Ems & Fire Services	5,747,017.00	278,211.03	4,798,004.60	135,010.40	814,002.00	14	Fire Engines Not Purchased
110 Animal Control	568,213.00	54,836.35	601,460.72	-	(33,247.72)	-6	Added Position during year
202 Parks, Recreation, & Tour	646,193.00	53,606.79	525,409.78	-	120,783.22	19	
203 High Falls Park	655,429.00	56,079.33	365,643.08	-	289,785.92	53	Capital Building - Will Roll to FY2019 \$275,000
204 South Cove Park	512,739.00	62,730.50	505,206.20	-	7,532.80	1	
205 Chau Ram Park	292,672.00	27,883.68	283,189.24	-	9,482.76	3	
206 Library	1,372,977.00	136,299.89	1,371,441.36	-	1,535.64	0	
301 Assessor	1,076,761.00	93,040.20	954,539.83	46,500.00	75,721.17	7	
302 Auditor	461,051.00	41,270.40	454,220.59	15,330.34	(8,499.93)	-2	Part Time to Full Time Added Salary
303 Brd Of Assessment Appeals	11,894.00	264.79	2,214.20	-	9,679.80	81	
305 Tax Collector	422,415.00	14,852.07	357,626.76	30,951.06	33,837.18	8	
306 Treasurer	483,519.00	38,896.23	474,677.51	6,129.94	2,711.55	1	
402 Dept Of Social Services	21,200.00	2,175.24	19,866.68	-	1,333.32	6	
403 Health Department	41,634.00	3,764.15	28,478.94	-	13,155.06	32	
404 Veterans' Affairs	204,500.00	19,264.92	185,492.24	1,079.95	17,927.81	9	
501 Clerk Of Court	671,110.00	62,116.64	636,197.79	904.55	34,007.66	5	
502 Probate Court	339,053.00	45,011.06	362,706.93	-	(23,653.93)	-7	Court Fees - Revenue over by \$23,519
504 Solicitor	883,837.00	92,374.24	748,989.10	-	134,847.90	15	
509 Magistrate	825,000.00	79,815.33	802,079.08	577.73	22,343.19	3	
510 Public Defender	200,000.00	-	200,000.00	-	-	0	
601 Road Department	3,031,086.31	266,784.53	2,987,045.20	29,496.45	14,544.66	0	
702 Community Development	799,135.00	64,977.71	803,183.86	44,081.11	(48,129.97)	-6	RCI - 43,944 and Vehicle Replacement
704 County Council	277,234.00	18,551.22	301,479.81	291.71	(24,537.52)	-9	YMCA Donated Gravel
705 Direct Aid	635,984.00	-	630,041.00	-	5,943.00	1	
706 Delegation	89,868.00	9,778.39	89,075.16	290.82	502.02	1	
707 Economic Development	602,876.00	33,771.54	620,182.03	2,754.80	(20,060.83)	-3	Overtime
708 Finance Department	648,710.26	54,631.85	652,639.49	-	(3,929.23)	-1	Data Processing (Payroll)
709 Non-Departmental	2,032,196.00	29,618.90	2,026,776.51	-	5,419.49	0	



June 2019 Monthly Report	Budget	Jun-19	Year To Date	Encumbrance	Remaining	Remaining Percent	Notes
710 Human Resources	299,038.00	31,904.21	304,382.22	-	(5,344.22)	-2	Medical
711 Information Technology	998,329.00	97,482.45	878,664.91	-	119,664.09	12	
712 Planning Department	88,276.00	20,205.95	100,557.88	-	(12,281.88)	-14	New Department
713 Procurement	166,255.00	12,900.13	151,303.22	-	14,951.78	9	
714 Facilities Maintenance	1,325,977.00	165,224.68	1,223,992.22	-	101,984.78	8	
715 Registration & Elections	206,009.00	19,859.97	265,663.77	-	(59,654.77)	-29	Reimbursement that is due from SC State Election
716 Soil & Water Conservation	74,858.00	8,124.32	66,892.70	-	7,965.30	11	
717 Administrator's Office	347,595.94	76,687.77	344,770.90	-	2,825.04	1	
718 Solid Waste Department	4,003,590.07	379,588.34	4,051,026.12	285,922.38	(333,358.43)	-8	\$119,215 to be pulled from FB & Tipping Fees
720 Airport	1,264,114.00	111,889.56	1,271,470.23	-	(7,356.23)	-1	Security Cameras and AV Gas Truck repairs
721 Vehicle Maintenance	868,752.00	85,554.20	869,290.05	-	(538.05)	-1	Vehicle Maintenance
735 Register Of Deeds	322,317.00	28,005.46	298,581.15	3,139.68	20,596.17	6	
741 County Attorney	360,596.00	31,621.93	328,604.92	1,355.17	30,635.91	8	
095 Other Financing Uses	80,000.00	199,216.00	199,216.00	-	(119,216.00)	-149	Transfer for Solid Waste Permit \$119,215
<b>Total General Fund Expenditures</b>	<b>48,697,235.08</b>	<b>4,534,601.25</b>	<b>47,352,054.14</b>	<b>654,740.68</b>	<b>690,440.26</b>		

Net Change as of May 31, 2019      (525,182.00)   (3,385,548.79)      869,201.85      (654,740.68)